

Exhibit A

AGREEMENT

Between



**DUKE
UNIVERSITY
Durham, NC**

and



**Local Union
No.77
Durham, NC
AFSCME AFL-CIO**

July 1, 2017

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AGREEMENT

This Agreement entered into between Duke University, hereinafter referred to as "the Employer," and Local 77, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "the Union," has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, for all employees described in Article 1, Recognition, of this Agreement.

ARTICLE 1 RECOGNITION

Pursuant to and in conformity with the Certification of Representative issued by the National Labor Relations Board on February 4, 1972 in Case No. 11-RC-3234, the Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the following described bargaining unit and for such other employees as may later be included either by mutual consent of the parties, or by certification issued by the National Labor Relations Board:

All biweekly service employees of the Employer at Durham, N.C.; EXCLUDING biweekly service employees performing a majority of their work in the hospital (except laundry workers in

the hospital, and housekeepers who work in the Medical Center and hospital, as stipulated in Joint Motion of the Parties dated December 16, 1971, as approved by the National Labor Relations Board), assistant laboratory mechanics in the Department of Chemistry and Mechanical Engineering, and other biweekly service employees who perform technical work, maintenance employees, Security Department employees, exterminators, sales clerks, office clerical, program managers, planners and assistant planners, buyers, and junior buyers, part-time food service aides (Dietetics), head cooks, head bakers, head butchers, and cashiers, dispatcher, repairmen, the musician, and all supervisors as defined in the Act.

ARTICLE 2 NON-DISCRIMINATION

The Employer and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, sex, age, national origin, political affiliation, religious creed, veteran's status (including disabled veterans and veterans of the Vietnam era), handicap, or because of union activity or membership.

ARTICLE 3 CHECKOFF

Upon receipt by the Employer of any employee's voluntary written authorization, which shall be revocable by the employee upon written notice to the Union made ten (10) days prior to any

anniversary date of this Agreement, the Employer shall deduct from such employee's wages such employee's union dues and remit same to the duly authorized representative of the Union, together with a list of the names of the employees from whose pay deductions were made.

The authorization to be signed by the employee, at his/her voluntary election, shall read as follows:

"I hereby voluntarily assign to Treasurer, Local 77 AFSCME from any wages earned or to be earned by me, the amount of my monthly dues in said Union."

"I authorize and direct my Employer to deduct such amounts from my pay each month and to remit the same to Treasurer, Local 77 AFSCME, in accordance with the terms of this authorization."

"This assignment, authorization, and direction shall be revocable by me upon written notice to the Union made ten (10) days prior to any anniversary date of this Agreement."

(Date)

(Employee Signature)

The Union agrees to indemnify and hold harmless the Employer from any and all liability arising between the Union and the employee out of the operation of this article.

ARTICLE 4 PERFORMANCE OF WORK

It is the policy of the university to provide jobs for students* to assist them in obtaining an education. The union may request the employer to verify the enrollment status of a student. It is the intent of the employer to verify the enrollment status of a student. It is the intent of the employer not to replace the regular work force by the use of student or part-time employees or persons outside of the Bargaining unit in the performance of Bargaining unit work. Supervisors shall not do Bargaining unit work for either regular or overtime work except for instruction, assisting employees, or in an emergency.

Any subcontracting or major reorganizing affecting employees represented by the union will be discussed with the union at least two (2) pay periods in advance of implementation. Any dispute regarding subcontracting may become a subject of the Grievance Procedure.

*A student is defined as anyone pursuing an education and enrolled in classes within the current semester or within the coming academic year. Students shall not be scheduled more than twenty hours per week or forty hours in a pay period during the academic year.

**ARTICLE 5
RIGHTS OF THE EMPLOYER**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to: (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its work force; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

**ARTICLE 6
RIGHTS OF THE EMPLOYEE**

Nothing in this Agreement shall be construed as reducing any existing benefits enjoyed by employees in their work area prior

to this Agreement, except as abridged by the terms of this Agreement. The rights of the employee shall include:

UNION REPRESENTATION

If requested, an employee may be represented by a Union Representative in matters arising out of the application and/or interpretation of this Agreement, (also see Article 9 Union Representation). When a need arises to conduct an investigative interview with an employee and the results from the interview could lead to disciplinary action, the employee will be advised of the purpose of the interview in advance so the employee may decide whether or not to ask for a union representative to participate. If the manager fails to inform the employee that the results of the investigative interview may be used in disciplinary action, then the information obtained from the interview may not be used to support the disciplinary action.

PAY INFORMATION

Each employee shall receive from the Employer on his/her biweekly paycheck stub an accounting of sick leave and vacation balance, and hours paid to include pay premiums such as overtime, shift premium, weekend or holiday. Overtime hours worked and overtime pay information will be made available to every employee in the area where his/her checks are distributed. All employees may inspect their time via the web before it is submitted at the end of the pay period. The employee will have access to print a copy of his/her time before it is sent in.

BENEFITS

Each employee in the bargaining unit can receive from his/her Union representative a copy of the current Agreement. The Employer will provide each employee during the employment sign-up process explanatory booklets of all appropriate employee benefits plans.

GRIEVANCE

A grievance shall be a complaint or dispute regarding the application and/or interpretation of the express provisions of this agreement or, other matters related to Union/Employer relations not removed by law from the area of collective bargaining.

All bargaining unit employees shall have the right to file a grievance pursuant to and in accordance with the applicable provisions of this agreement. The union shall have at every step the right to present witnesses and evidence to support the grievance. A grievance meeting shall be held at a place and time which will afford a fair and reasonable opportunity for all to attend, including witnesses, where appropriate. A copy of any material intended to be used by a management or union representative in the grievance procedure shall be given to the management representative, employee, and/or Union representative involved, prior to the grievance meeting. Failure by either party to provide the material prior to the grievance meeting may result in the grievance being rescheduled. When either side intends to introduce a written statement into the

hearing record in place of the appearance of a witness, both parties must agree.

When an employee is restricted from filing a grievance within the stated contractual time limits due to lack of access to either his/her Union Representative and/or Labor Relations because of restraining court action or a public safety order not to appear on campus, the time limit will be thirty (30) calendar days from the date of the incident to file such a grievance.

COUNSELING NOTICE

The intent of a counseling notice is to reinforce the employee's understanding of a situation and/or performance expectation in an attempt to avoid future disciplinary action.

An employee may be counseled in situations where counseling may alleviate future problems and leave an employee's record unblemished.

A counseling notice is not a formal step in the disciplinary action process. However when a counseling notice is issued it will be active for a period not to exceed six months from the date of issuance, if there are no similar occurrences.

DISCIPLINARY ACTION

An employee shall receive a copy of all disciplinary actions, including oral warning, at the time of generation of such material. **If the employee is not at work to receive**

disciplinary action where he/she has been previously notified of such action, the disciplinary action of Suspension or Termination may be issued via mail (certified/express mail) to the most current home address listed. The Union and Staff and Labor will be notified prior to the mailing of any disciplinary action. Disciplinary Actions shall not remain in an employee's file for a period to exceed one (1) year from the date of the disciplinary action for a written warning, final written warning, or suspension and six (6) months for an oral warning, unless further disciplinary action of any kind occurs during the one (1) year period. Once removed from an employee's personnel file, disciplinary infractions shall not be part of any future disciplinary actions and/or grievance proceedings.

The time limit to file a grievance for mailed disciplinary actions will be extended to fifteen (15) working days, if so requested by the Union Representative.

EMPLOYEE FILE

An employee and/or Union representative at the request of the employee shall be permitted to examine his/her personnel file during working hours. The employee and/or Union representative will arrange with the supervisor a mutually agreeable time to examine the file. A copy of any information contained in the file will be made available to the employee and/or Union representative upon said employee authorization. The employee shall be given full opportunity to submit written explanatory remarks pertaining to information contained in his/her personnel file.

The Employer recognizes the employee's right to use designated phones in their primary work area for personal reasons, during the employee's breaks and meal periods. Employees may be authorized by a supervisor to use designated phones in their primary work area during their work hours for limited lengths of time.

Messages will be relayed to the appropriate employee as soon as possible, and directly in the case of an emergency. Long distance phone calls for personal use will not be charged to the employee.

ARTICLE 7 NO STRIKES -- NO LOCKOUTS

During the period of this Agreement there shall be no strikes, stoppages, slowdowns, pickets or other interference with the operations of the Employer, caused or sanctioned by the Union, nor shall the Employer lock out any employees. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, and no employee shall participate in any strike.

It is agreed that employees are not required to cross a picket line, if after reasonable effort to gain entry to a required or assigned work area; it appears to the employee or employees that such entry may result in physical violence or injury to said employee or employees.

In no case will the employee or employees be required to enter the work area under the circumstances mentioned above until

such threat of resistance to such entry shall have been removed. Failure to gain entry to a work area under the circumstances mentioned above shall not in itself be deemed a violation of the terms of this Agreement, nor shall it result in the discharge, loss of seniority or pay to the employee or employees involved.

ARTICLE 8 DEFINITIONS

The term "employee" as used in this Agreement shall mean only employees within the bargaining unit described in Article 1, and as defined below with respect to seniority and regular work schedules:

Probationary: There shall be a probationary period of ninety (90) calendar days for any new employee during which time the employer may discharge or transfer such employee to a position that does not deny the seniority rights of other employees. Although termination or transfer during the probationary period is not grievable, such actions shall be made with just cause. The Union may inquire of Labor Relations as to the reason of termination of any employee in probationary status. A labor relations representative and the union president or designee may by mutual agreement, in writing, extend an employee's probationary period for an additional thirty (30) calendar days. Upon completion of the probationary period, seniority shall date from the last date of hire.

Full time: Employees who are regularly scheduled to work forty (40) hours per week.

Abbreviated: Employees who are regularly scheduled to work more than twenty (20) hours per week but less than forty (40), or more than forty (40) hours but less than eighty (80) per biweekly period.

Part-time: Employees who are regularly scheduled to work less than twenty (20) hours per week or less than forty (40) hours per biweekly period.

Student: A student is defined as anyone pursuing an education and enrolling in classes within the current semester or within the coming academic year. Students shall not be scheduled more than twenty hours per week or forty hours in a pay period during the academic year.

Temporary: A temporary employee shall be defined to mean "an employee who is hired for a period of up to 120 calendar days and so informed at the time of hire, and who is hired for a temporary assignment or special projects." (1) Level 2 temporary employees hired for special projects or temporary assignments whose employment exceed the 120 calendar day period shall become a regular employee, however, temporary employees hired to fill vacancies created by leave or vacation may work for the duration of the vacation or leave period, in the assigned position of the employee on vacation or leave. (2) Temporary employees

working in positions at level 3 and above for at least 120 calendar days may be hired into a regular position which does not deny a transfer or promotional opportunity for regular employees. In the event there are no vacant positions within the bargaining unit for which the employee is qualified for or is not selected, he/she will be terminated.

Temporaries becoming regular employees under this provision will begin accruing vacation and sick leave from the 90th calendar day, all other benefits will accrue beginning on the 120th calendar day. The individual will have fulfilled the 90 day probationary period.

The benefits and work premiums applicable to the above employee categories are as established by this Agreement.

Employees hired as temporary employees must meet the same employment criteria as regular employees. Temporary employees who do not meet the employment criteria shall not perform work covered by the Bargaining Unit.

Upon request, management will provide the union with temporary employee information in writing no more frequently than once a month. The information will include the employee name, department, occupational classification, and start date.

ARTICLE 9 UNION REPRESENTATION

SECTION 1. The stewards of the Union shall be recognized officials of the Union in their representative districts. Districts are listed in this Agreement. The duties and activities of the stewards while acting as such in their districts shall include the handling of potential grievances on the shift they represent. Each employee in the bargaining unit may receive a copy of the current Agreement from his/her Union representative. The cost of printing the Union's copies of the current Agreement shall be shared equally by the Employer and the Union. The Union shall determine the number of copies they require.

SECTION 2. There shall be alternate stewards by districts, whose activity shall be to substitute for the assigned steward who is absent or unavailable. There shall be three (3) Chief Stewards. Six (6) Assistant-Chief Stewards. There shall be no more than six (6) Assistant-Chief Stewards.

SECTION 3. The Employer agrees to recognize accredited Union representatives and shall permit them to the respective district in which they represent employees.

A non-employee Union representative shall have access to the Employee and Labor Relations office for the purpose of contacting Employee and Labor Relations to resolve any complaints or grievances. The non-employee Union representative shall have access to University departments for the sole purpose of contacting the steward, employee, and/or management concerning a grievance or potential grievance or matters arising out of the application of this Agreement.

Before entering University work areas for the above purpose, the non-employee representative shall request permission from the supervisor or department head to establish a mutually agreeable time for the visit. Permission to visit districts shall not be discriminatorily withheld.

SECTION 4. It is agreed that in the administration of this Agreement there will be a need for meetings between management and Union representatives that shall be arranged at a mutually convenient time. When such meetings are arranged during a Union representative's or employee's working hours, he/she shall not suffer any loss of pay.

SECTION 5. The local Union agrees to certify in writing to Employee and Labor Relations a list of the names and official positions of its duly authorized representatives as may be appointed or elected to deal with the University and to give the

University written notice of any changes which may thereafter be made to such list.

SECTION 6. All stewards shall continue at their regular work in the same manner as other employees except when notified of a potential grievance or grievances in which case the steward will arrange with the supervisor a mutually agreeable time to investigate the alleged violation. Stewards will inform their supervisor of the department they intend to visit. Upon returning to his or her regular work duties, the steward will initial the time of return in the Steward Log. When it becomes obvious that a steward will be unable to return to his/her work station to complete his/her work assignment, he/she should notify his/her supervisor. The Union shall be notified of any alleged abuse of steward privileges and agrees to take appropriate action deemed necessary by the Union.

SECTION 7. Periodic meetings may be arranged between the district steward and supervisor to discuss areas of mutual concern at an agreed to time.

SECTION 8. It is agreed that during the life of this Agreement representatives of Employee and Labor Relations may meet with representatives of the Union upon request at a mutually agreed upon date and time for the purpose of discussing matters of mutual interest to the Employer and the Union. The

party requesting the meeting shall give notice to the other party along with a written agenda.

ARTICLE 10 GRIEVANCE PROCEDURE

A grievance shall be submitted in writing within ten (10) working days following the day on which the Union or employee first had knowledge of the facts giving rise to the grievance. Failure by either party to meet the time limits in the following steps will mean forfeiture of the grievance by the party missing the deadline. (See also Article 8 for Grievance Definition).

FIRST STEP: The employee and/or Union representative shall discuss the problem directly with the appropriate management representative. If no satisfactory solution is reached, the grievance will be reduced to writing and presented to the management representative. The management representative shall reply to the grievance in writing within two (2) working days of receipt of the grievance. If the first step answer is not acceptable, the grievance may be referred to the second step of the grievance procedure. The referral may be made within three (3) working days following receipt of the first step answer.

In the case of suspension or discharge, it is agreed to by the parties to this Agreement that

Employee and Labor Relations and the non-employee representative of the Union may jointly investigate the action taken.

SECOND STEP: The second step grievance hearing shall be held within three (3) working days from the date of the referral. Included in the second step hearing shall be the manager or his/her designee of the department, supervisor, a Labor Relations representative from the Employer, the employee, and two (2) representatives from the Union. The manager or his/her designee of the employer shall reply in writing to the grievance within two (2) working days from the date of the hearing. Under no circumstances will the Step Two decision maker be subordinate to the management representative in the preceding step of the grievance hearing process. If the grievance answer is not acceptable, the grievance may be referred to the third step of the grievance procedure. The referral may be made within five (5) working days following the receipt of the manager's reply.

A grievance concerning a suspension or discharge may be introduced at second step of the grievance procedure and thereafter processed through the remaining steps of the grievance procedure including Arbitration, if necessary.

THIRD STEP: The third step grievance hearing shall be held within three (3) working days from the date of the referral. Included in the third step shall be the Director of Labor Relations and/or his/her designated representative, three (3) representatives from management, three (3) representatives from the Union and the non-employee union representative. The Director of Labor Relations shall reply in writing to the grievance within three (3) working days from the date of the hearing.

The meetings provided for in this article shall be at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses, see also Article 6, Rights of The Employee, Union Representation.

NOTE: The parties by mutual agreement, may extend any or all of the time periods established in this article.

When an employee is restricted from filing a grievance within the stated contractual time limits due to lack of access to his/her Union representative or Labor Relations because of a restraining court action or a Public Safety order not to appear on campus, the time limits will be thirty (30) calendar days from the date of the incident to file a grievance. If no satisfactory solution is reached the grievance may be submitted to Arbitration.

ARTICLE 11 ARBITRATION

SECTION 1. A grievance, as defined in this Agreement, which is properly submitted to Step 3 of the grievance procedure may be submitted to arbitration by the Union if no satisfactory written answer is received within fifteen (15) working days following the date of the third step answer.

Following written notice to the Manager of Employee and Labor Relations as to submission of the grievance to arbitration, the Union and the Manager of Employee and Labor Relations shall meet to select an arbitrator. If an arbitrator is not selected within the seven (7) calendar day period following receipt of the written notice, either the Union or Employer, or both, within the next seven (7) calendar days only, unless extended by mutual agreement may request the Federal Mediation and Conciliation Service to select an arbitrator under its rules. The arbitrator selected may not be in the employment of the Employer.

SECTION 2. Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

- A. The Employer and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means of expediting the

hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.

- B. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.
- C. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments he may have received during his period of suspension from employment with the Employer.
- D. An employee who loses time from his/her work during his/her assigned working hours when testifying during an arbitration hearing shall do so without loss of time or pay.
- E. The arbitrator's decision when made in accordance with his/her jurisdiction and authority established by this Agreement shall be final and binding upon the Employer, the Union and the employee or employees involved.
- F. The arbitration hearing, except as otherwise provided in this Agreement or as agreed to between the Employer and the Union, shall be

governed by the Labor Arbitration Rules of the Federal Mediation and Conciliation Service.

- G. Each party will bear its own costs in presenting the arbitration. The arbitrator's fees, and any incidental expenses of the arbitrator, shall be shared equally by the Employer and the Union.

ARTICLE 12 WORK RULES

The Employer retains the right to establish, make, implement, and post reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations.

The Union will be notified by certified mail and/or express mail courier, at least thirty (30) calendar days in advance of implementation of new work rules, regulations, and/or amendments to existing work rules or regulations. During the above thirty (30) calendar days, the Union and the Employer will meet and discuss as is necessary such rules, regulations, and/or amendments within seven (7) calendar days of the Union's request to do so.

Employees will be notified by the Employer's posting of new work rules, regulations, and/or amendments at least seven (7) days prior to implementation.

The Union retains the right to grieve such rules. Such a grievance will not delay the establishment, implementation or enforcement of any rule or regulation.

ARTICLE 13 DISCIPLINARY ACTION

No employee will be disciplined without just cause. If disciplinary action is taken such an employee may request the assigned district union representatives be present. If the requested Union representative is not available, an officer or non-employee representative may be contacted to be present in the place of the requested district Union representative. The district steward will receive a copy of such disciplinary action at the time of issuance to the employee. The subject of the disciplinary action as stated at the time of issuance to the employee shall constitute the sole and entire subject matter of the disciplinary action.

In each situation requiring discipline the circumstances must be known and each action taken on the merits of the case. Under normal circumstances corrective progressive disciplinary action is taken following a thorough review of the incident, such as, oral warning, written warning, suspension and discharge, if the employee fails to respond to previous disciplinary action; however, the above steps will not necessarily apply in all cases, such as: an oral warning may not be warranted on the first occasion where personal counseling may alleviate future problems and leave an employee's record unblemished, in

addition, it may be proper to give an employee two (2) or more written warnings before giving a suspension.

A suspension, however, remains the more appropriate option when in the discretion of the supervisor it is in the best interest of all parties that the employee be removed from the work area immediately.

Time away from work on Suspension Pending Investigation shall be considered as hours worked for the purpose of vacation and sick leave accruals, Employer contributions and other applicable benefits.

ARTICLE 14 SENIORITY

SECTION 1. Seniority as used in this Agreement shall be bargaining unit wide and based on an employee's last date of entry into the bargaining unit.

The seniority of an employee will be broken for the following reasons:

- A. Discharge for just cause unless the employee is reinstated through the grievance, arbitration, or hearing procedure.
- B. Absence in excess of three (3) consecutive

working days or absence after the time of vacation, or other approved absence, without notice, either by telephone or written message to the employee's immediate supervisor, department head, or Employee and Labor Relations.

- C. Failure to report for work after layoff within seven (7) calendar days after notice of return to work. Notice of recall shall be sent to the employee by certified mail, return receipt requested, addressed to the last address furnished to the Benefits Administration office.
- D. Failure to report for reinstatement within ninety (90) calendar days following discharge from military service.
- E. Voluntary quit.
- F. Attainment of normal retirement date.
- G. Layoff in excess of eighteen (18) months.

SECTION 2. Absences or failure to report as outlined in B, C, and D of Section 1 above shall be deemed resignation and the Employer shall notify such employees that their seniority has been broken.

SECTION 3. Seniority will accumulate during absences only under the following conditions:

A. During layoff.

B. During leaves of absence granted in accordance with Article 30, "Leaves of Absence."

SECTION 4. Seniority rosters will be prepared semiannually by the Employer showing each employee's seniority and five (5) copies will be distributed to the Union. The seniority dates appearing on the first roster following the date of the Agreement shall be considered correct unless the employee affected or the Union notifies the Employer to the contrary within a period of thirty (30) days from the date of posting. New hires and terminations will be submitted monthly to the Union.

When two (2) or more employees have the same hire date the question of their relative seniority shall be permanently settled by preference being granted in alphabetical order of the employee's last name. The last name shall be the name which is on record with the Employer.

SECTION 5. In the event of a reduction in force or layoff, district stewards shall be retained in their district in an equal rated or lower rated classification and be offered a position having the maximum shift hours available provided they can perform the job requirements of the equal or lower rated classification regardless of seniority. In the event of a reduction in force or

layoff, the President, Vice-President, Chief Stewards and Assistant-Chief Stewards shall be retained when one or more districts are at work, provided they can perform any of the work available.

SECTION 6. Full-time, abbreviated and part-time employees as in Article 8, "Definitions," shall be limited in the exercise of their seniority to positions requiring equal or less work hours.

SECTION 7. A non-bargaining unit University employee who transfers into a Local 77 bargaining unit position shall have his/her seniority date be the last date of entry into the bargaining unit.

ARTICLE 15 PROMOTIONS

SECTION 1. Promotions will be made on the basis of seniority and relatively equal job related experience in line with the following priorities and calculation of assigned points:

Seniority:
1 point for each year of seniority

Relative job experience up to:
2 years = 5 points
3-4 years = 10 points
5-6 years = 15 points

7 +years = 20 points

When two or more employees have the same number of seniority points, based on their Bargaining Unit entry date, partial years of service will be counted and the employee with the greater amount of time employed will receive an additional tie break point for seniority. For example: Employee "A" has ten (10) years of service and employee "B" has ten (10) years and two months of service. Employee "B" will be awarded an additional point for seniority.

First: From among bargaining unit employees within the department where the vacancy occurs.

Second: Senior bargaining unit employees from outside the department with related or prior experience.

Employees with active disciplinary actions will not be considered for a promotion.

SECTION 2. Procedure for filling vacancies.

- A. When a job vacancy occurs it shall be posted for the following periods:
1. Level one (1) positions will be posted for a period of five (5) calendar days.

2. Level two (2) positions and above shall be posted for a period of ten (10) calendar days.

- B. Employees interested in promotions shall bid for the job by filling a completed "Upgrade Bid Card" with Employee and Labor

Relations. A copy of the "Upgrade Bid Card" and the posting notice will be forwarded to the Union office at the conclusion of the posting period.

- C. Candidates beginning with the most senior person who bid on posted jobs will be interviewed until a successful candidate is identified. This process will take place within twenty (20) working days of the closing date of the bid. The bidders will be notified of the status of the job within twenty (20) working days after the interview period. Every effort will be made to place the successful candidate in the position within twenty (20) working days of being selected. The successful candidate will be paid the proper rate of the new classification beginning with the first day that he/she works on the new job.
- D. The employee(s) selected to fill the vacant job shall be in accordance with the provisions of this article and shall be given a thirty (30)

working day trial period to be oriented, evaluated and demonstrate his/her ability to perform the work involved.

An employee's failure to fully perform the job during the trial period shall not penalize the employee and such employee shall be allowed to return to the job and shift from which he/she came.

If the employee refuses the job and returns to his/her former position, the next most senior qualified applicant who initially bid on the position will be offered the position without reposting the position. This process will continue until a successful applicant has been installed into the position.

SECTION 3. When a new occupational classification is created such a vacancy shall be filled in accordance with the above procedures. This will not be required in the event the existing occupational classification is reclassified.

SECTION 4. Senior employees, as outlined in Section 1, who have knowledge of a job opening prior to vacation may place a bid card on file for the duration of his/her vacation and will be given the same option as the employee bidding within ten (10) calendar days.

SECTION 5. Should a less senior employee receive a promotion,

the reason for the promotion will be explained to the senior employee if requested.

SECTION 6. Employees on a unit wide basis may file with Employee and Labor Relations an "Upgrade Bid Card" indicating the position desired in any department covered by the bargaining unit. The "Upgrade Bid Card" shall indicate the employee's name, current classification, position desired, employment date, and job experience.

SECTION 7. In the event none of the applicants are selected for level 4 and 5 promotional vacancies such information will be provided to the Union no later than five (5) working days after the vacancy is filled.

ARTICLE 16 TRANSFERS

SECTION 1. A transfer shall be defined as the movement of an employee to an equal or lower rated occupational classification at the employee's request. The position must be vacant and posted for bid. A transfer will be made on the basis of seniority and relatively equal job related experience and in accordance with the following procedures:

The employee must have the necessary and appropriate transfer bid request card/form on file in writing with either his/her departmental designee or with

Labor Relations, depending on the type of transfer the employee is requesting. The transfer request information must be current, relating to a current and/or existing posting. If the required information for the transfer request is not on file in writing, the employee will be ineligible for the transfer. The transfer request must contain the following information for both External and Internal Lateral Transfers:

1. The employee's name
2. Current occupational classification
3. Desired occupational classification (Req. # or position #)
4. Employee's Union Entrance Date
5. Job Related experience

Upon completion of the process, a copy of the bid information will be forwarded to Staff and Labor for submission to the Union office.

A. An employee who may apply on-line seeking a transfer to an occupational classification outside his/her current department that is equal to or lower than his/her current occupational classification will be defined as an External Lateral Transfer.

An employee seeking a transfer to an occupational classification within his/her current department that is equal to or lower

than his/her current occupational classification will be defined as an Internal Lateral Transfer.

B. When a vacancy occurs in a department, it will be posted for five (5) working days within the department before being posted for external bid. An employee working within the department where the vacancy occurred who did not bid during the internal posting period will not be granted a preference over the employees from outside the department during the external posting period. However, he/she will be allowed to bid during the external period.

C. The Employer may transfer an employee to an equal or lower rated occupational classification if the employee suffers a partial disability and is unable to fulfill the requirements of his/her current job. Such employee will be given five (5) scheduled work days written notice of the transfer. Employees whose partial disability is temporary shall return to their permanent job and classification level rate when their disability ceases to exist provided such period does not exceed three (3) months. A vacancy created by a disability transfer will not be permanently filled during the three (3) month period.

D. The employee(s) selected to fill the vacant job shall be in accordance with the provisions of this article and shall be given a thirty (30) calendar day trial period to be oriented, evaluated and demonstrate his/her ability to perform the work involved.

If the employee fails to perform the job or decides the job is not suitable during the thirty (30) calendar day period, the employee shall be allowed to return to the job and shift from which he/she left. If the employee refuses the job and returns to his/her former position, the next most senior qualified applicant who initially bid on the position will be offered the position without reposting the position. This process will continue until a successful applicant has been installed in the position.

E. The employee must file a lateral transfer request with his/her manager to be considered for assignment.

All lateral transfers, whether External or Internal, will be based on seniority and relative job related experience.

SECTION 2. If an employee transfers to a job in a lower occupational classification level, the wage rate will be

adjusted as follows:

- A. If an employee's wage rate is higher than the maximum of the occupational classification level to which the employee is transferring, the employee will be placed at the maximum of the level.
- B. If an employee's wage rate is lower than the maximum of the occupational classification level to which the employee is transferring, the employee shall be placed at the same classification step or longevity rate which corresponds to the step or longevity rate at which the employee was placed prior to the transfer and then he/she will progress in accordance with the "Wage Rate Progression Schedule."

SECTION 3. If and when an employee requests a transfer into a vacant position, which may result in promotional opportunities for other applicants within the bargaining unit, the employee requesting the transfer shall be given equal consideration.

SECTION 4. Employees bargaining unit wide may file a "Transfer Bid Card" with Employee and Labor Relations for the vacant position desired.

SECTION 5. An employee who transfers or enters into the bargaining unit shall be placed at the pay rate closest to their last rate of pay at the University. No such

employee shall receive a rate of pay above the maximum of the level of the position to which the employee enters.

Note:

A movement of an employee to an equal or lower rated occupational classification at the employee's request involving a Lateral Transfer, Shift Preference and/or Preferred Schedule shall be awarded to the most senior qualified applicant having a bid on file pursuant to the applicable Article (s) of this Agreement.

SECTION 6. Employees applying for a transfer within the Bargaining Unit outside of his/her current department and who is in the disciplinary tract will have "seniority points" deducted for each type of active disciplinary action in his/her file. The points to be deducted for active disciplinary actions shall be as follows:

Oral Warning – Five (5) years of seniority points will be deducted.

Written Warning – Ten (10) years of seniority points will be deducted.

Final Written Warning – Fifteen (15) years of seniority points will be deducted.

Suspension – Twenty (20) years of seniority points will be deducted.

The employee with the most seniority points, assuming he/she is otherwise qualified to fill the vacant position, will be awarded the transfer.

In the event one or more employees bid on a position and each of them has a zero or negative balance of seniority points, the employee with the least amount of negative seniority points will be awarded the position.

If an employee is the only bidder for a transfer position and he/she has a zero or negative seniority point balance, he/she will be deemed ineligible for the position.

Employees who are in the disciplinary tract may apply for a transfer within his/her current department without seniority points being deducted.

ARTICLE 17 VACANT POSITIONS

Bargaining Unit positions which are vacant and determined by management to be available should be posted within 30 calendar days from the date the position was last occupied. This does not include positions covered by Article 15 Promotion, Section 2D and/or Article 16 Transfers, Section 1D. An employee seeking a Promotion and/or Transfer will be granted the thirty (30) day trial period specified in the above articles.

Management and/or Staff and Labor Relations will notify Local 77 in writing when vacant positions are deemed unavailable.

ARTICLE 18 SHIFT PREFERENCE

When a vacancy in an occupational classification exists in a department, employees on other shifts in the classification within the department shall be granted the opportunity to select such preferred shift provided:

SECTION 1. The senior employee requesting a shift change has signed a "Shift Preference Card" available from the payroll clerk or supervisor.

SECTION 2. If no vacancy on a preferred shift exists for a period of six (6) months, then the senior employee may displace the least senior employee in the classification in the department. Such least senior employee shall then be offered the remaining shift assignment.

SECTION 3. Upon completion of the probationary period, an employee may request a shift change in accordance with this article. Once an employee changes shifts, such employee must remain on that shift sixty (60) calendar days before requesting another shift change.

SECTION 4. A senior employee who submits a "Shift Preference Card" and is offered a position in accordance with his/her "Shift Preference Card" must accept the position or be ineligible to fill that position until it comes open again. The "Shift Preference Card" for the requested position shall remain active.

EMERGENCY SHIFT PREFERENCE

In situations where an employee informs management of adverse personal circumstances which are likely to affect the employee's availability for work, the management representative will meet with the employee and/or union representative to review the request and to make reasonable accommodations if

possible.

If an Emergency Shift Change is made, the employee must remain on such shift in accordance with the time limits of this provision, (section 3) unless agreed otherwise, in writing, between the employee and the employer.

Any lateness or absences agreed upon by the employee and management representative will be recorded in a manner which will not adversely affect the employee's attendance record.

SECTION 5.

PREFERRED SCHEDULES

- A. A preferred schedule shall be those work locations and hours that are:
 - 1. Monday – Friday,
 - 2. Thirty hours or more per week and
 - 3. Starting between the hours of 5:00 a.m. – 9:00 a.m.
- B. Preferred Schedules shall be awarded to the most senior, interested, qualified employee, within the occupational classification of the department in which the vacancy exist. The department must post (internally) the opening for five days. Interested employees must submit their bids for the vacancy by signing a "Preferred Schedule" card available from the payroll clerk or supervisor. The selected employee

will be installed into the position as soon as possible.

SECTION 6. A "Lateral Transfer", "Shift Preference", or "Preferred Schedule Change", will be awarded to the most senior qualified employee within the department where the vacancy exist. The employee must have the appropriate bid card(s) on file.

SECTION 7. REGULAR ASSIGNED WORK AREA

Bargaining Unit employees will have a regular assigned work area within their unit of assignment.

Employees will remain in their regular assigned work area within their unit of assignment.

Employees may be temporarily assigned to other work areas and/or schedules within their unit of assignment. In cases of emergencies, employees may be temporarily reassigned outside their regular unit of assignment. However, upon completing the temporary assignment, the employee will return to his/her regular assigned work area within his/her unit of assignment.

When a regular work area becomes available, employees will be allowed to bid on the vacant work area beginning with the most senior qualified person within the same occupational classification.

An employee may request to be removed from a

regular assigned work area if he/she believes the work environment is hostile. Pending the outcome of an investigation, the employee's request may be granted.

Departments seeking a client based request to have an employee removed from their regular assigned area must discuss the proposed move with the Union and Staff and Labor Relations prior to the move. An approved client based request or an approved employee's request to move from their regular assigned area will be done in accordance with the following procedures:

1. be placed into a current vacant position on the same shift.
2. replace the least senior qualified employee in the same unit on the same shift.
3. may be temporarily assigned to a work area until completion of "1" or "2".

ARTICLE 19 REDUCTION IN FORCE

SECTION 1. The Employer will make every effort to place any employees faced with layoff in available bargaining unit classifications in accordance with the following sections.

SECTION 2. When a permanent reduction in the labor force is necessary, the Union will be notified and the employee will be provided information sixty (60) days prior to the layoff.

SECTION 3. When a reduction within an occupational classification within a department occurs the following procedure will apply, provided the affected employee is qualified to perform the work required.

- A. Probationary employees in the occupational classification in the department affected will be laid off first.
- B. Least senior employees in the occupational classification in the department affected will be displaced.
- C. Employees unable to remain within their occupational classification within their department will exercise their seniority, by displacing a probationary or least senior employee, whichever is applicable, in an occupational classification of equal pay level within the bargaining unit provided he/she is qualified to perform the work required of the occupational classification.
- D. Employees unable to remain in an occupational classification of equal pay level will displace a probationary or least senior employee, whichever is applicable, in an occupational classification of

successively lower pay levels within the bargaining unit provided he/she is qualified to perform the work of the occupational classification.

E.

Employees unable to remain within successively lower pay levels within the bargaining unit will be laid off.

SECTION 4. The assignment of wage rates for employees involved in a reduction are as follows:

- A. If the wage rate of the displaced employee is higher than the maximum rate of the occupational classification to which he/she is assigned in accordance with the reduction, the employee will receive the maximum rate of that occupational classification.
- B. If an employee's wage rate is lower than the maximum of the occupational classification level to which the employee is claiming, the employee shall be placed at the same classification step or longevity rate which corresponds to the step or longevity rate at which the employee was placed prior to the claim, and then he/she will progress in accordance with the "Wage Rate Progression Schedule."

SECTION 5. In the event that employees with seniority are laid off because of a temporary closing down, or reduction in services, seniority procedures need not be employed unless the temporary layoff lasts for longer than

fifteen (15) working days. The Union will be notified two (2) weeks in advance of these temporary layoffs.

Designated holidays falling during periods of temporary layoffs of fifteen (15) working days or less shall be paid in accordance with the employee's established work schedule.

SECTION 6. Hospital care and life insurance may be continued by the employee with Employer contributions for the periods of layoff, not to exceed six (6) months. An additional twelve (12) months of health insurance may be continued, but the entire cost of the premium must be borne by the employee.

Employees shall continue to be eligible for the Tuition Grant Program as outlined in the Plan for a maximum of twelve (12) months following lay-off.

SECTION 7. Employees who are permanently laid off from the University as a result of an occupational classification elimination or a total shutdown of an operation may stop working two (2) weeks after the day they receive notice of layoff or shutdown or on the day of notice by mutual agreement. The employee at that time may request severance pay and receive same in accordance with seniority in the following manner:

- A. One (1) week's base pay for each completed year of credited service. Severance pay will be a minimum of two (2) weeks pay and a maximum of twenty-six (26)

weeks pay.

- B. Employees have two options as to how they want to receive their severance pay. They may receive their severance pay by installments paid on their regular payroll schedule or by opting to receive a lump sum payment. The option to take a lump sum payment will be granted to all employees requesting it, provided that they acknowledge, at separation, that they understand that they may be subject to higher income tax withholdings. Severance pay will be mailed to laid off employees or, for those with direct deposit, credited to their bank account on their regularly scheduled payday.

- C. Severance pay will cease in the event that the laid off employees returns to work at the University.

SECTION 8. Notice of Reduction in Force (RIF) will be provided by the department to the Union and the Manager of Employee and Labor Relations as soon as possible. Upon receiving notice of pending layoffs, the Union and Labor Relations will freeze job postings and will make those vacant positions, at the same level or below, available to employees whose positions have been eliminated.

Employees who are placed in lower level positions will have first choice of vacant positions in their former levels, providing that the schedule is similar to the one they previously occupied.

- A. When placed, the employee has one (1) week to decide whether he/she wants to remain in the position.
- B. The wages of laid-off or bumped employees with ten (10) or more years of seniority who cannot remain in their job classification will be red-circled at their current rates of pay, and on the anniversary date of the Agreement, the same employees will receive fifty percent (50%) of the negotiated general increase.

ARTICLE 20 RECALL

- SECTION 1. When a restoration of forces occurs in any occupational classification, the employees previously removed from that occupational classification in a reduction shall be returned in the following order:
- A. Return of displaced working or laid off employees in reverse seniority to their previously held occupational classification.
 - B. Recall of laid off employees in reverse seniority to an equal or lower occupational classification level provided said employee can perform the work. The employee will have the right to his/her previously held occupational classification when a continuing restoration of forces creates such job openings.

- C. New hires.

SECTION 2. Employees returning to their previously held occupational classification and level either from within the University or recall from layoff shall be placed at the wage rate they would have maintained as if the reduction had never occurred and then progress in accordance with the "Wage Rate Progression Schedule."

- B. Laid off employees returning to an occupational classification in a lower level in accordance with Section 1, paragraph B above, will be placed at a rate as follows:

1. If the wage rate of the laid off employee was higher than the maximum rate of occupational classification to which he/she is assigned in accordance with the reduction, the employee will receive the maximum rate of that occupational classification.
2. If an employee's wage rate is lower than the maximum of the occupational classification level to which the employee is being recalled, the employee shall be placed at the same classification step or longevity rate which corresponds to the step or longevity rate at which the employee was placed prior to the recall, and then progress in accordance with the Wage Rate Progression Schedule.

SECTION 3. Employees being returned from layoff shall be notified to return to work by certified mail with return receipt requested, addressed to the employee's last address on file with the Benefits Administration office.

The failure of an employee to return to work within seven (7) calendar days after receipt of notification of recall notice to work shall result in the employee's loss of seniority and recall rights with the University and will be considered as a voluntary resignation.

However, said employee may refuse recall if the recall is not to the same occupational classification level and offers less scheduled hours than the employee worked when first reduced, without affecting his/her recall rights for a period not to exceed eighteen (18) months from the date of layoff. Any employee whose layoff exceeds eighteen (18) months will lose all seniority with the University.

SECTION 4. The Union will be provided with a list containing the names of the employees recalled from the layoff.

ARTICLE 21 BENEFITS

Eligibility for benefits shall be based upon continuous service and the employee's regular work schedule.

Such eligibility is outlined in Appendix II attached hereto and made a part of this Agreement.

ARTICLE 22 VACATION

SECTION 1. The following regulations shall govern the vacation plan for employees covered by this Agreement:

A. Service year:

The service year is the twelve (12) month period of earned seniority following an employee's last date of employment and each twelve (12) month period thereafter. Computation of vacation due shall be based on the employee's anniversary date of the last date of hire.

B. Vacation year:

The vacation year is the annual period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately prior to the first day of the first complete period of the following calendar year.

C. Eligibility:

1. A permanent employee must be employed for a period of ninety (90) calendar days before he/she will be credited with vacation earned during the first ninety (90) calendar day period.

To earn vacation, an employee must be "actively employed." "Actively employed" does not include any period of unpaid absence, and no vacation shall be accrued during such absence.

3. Full time employees participate with full accrual.
 - a. Employees with less than four (4) years of service earn 3.077 hours for each biweekly pay period (two [2] weeks vacation per years of service).
 - b. Employees with four (4) years of service but less than nine (9) years earn 4.615 hours for each biweekly pay period (three [3] weeks vacation per years of service).
 - c. Employees with nine (9) or more years of service earn 6.154 hours for each biweekly pay period (four [4] weeks vacation per years of service).
4. Employees assigned to abbreviated work

schedules earn vacation for a biweekly period on a pro rata basis of the formula outlined above.

5. Part-time employees scheduled to work less than twenty (20) hours per week are not eligible for vacation.

SECTION 2. Payment of vacation shall be made at the employee's rate of pay at the time of vacation and shall not include any premium or differential payment.

SECTION 3. Maximum and minimum: Since the intent of vacation is to provide a period of rest and relaxation, the total amount of earned but unused vacation to an employee's credit may not exceed two (2) times the employee's rate of annual earning. Any vacation which accumulates above the maximum two (2) times the annual rate will be forfeited. Vacation may be taken in multiples of one (1) hour with the consent of the supervisor.

SECTION 4. Pay for unused vacation: Upon termination of employment, an employee will receive a lump sum payment of unused vacation which he/she has earned. In case of death, unused vacation standing to an employee's credit shall be paid in a lump sum to the person legally entitled thereto.

Except upon termination of employment, no employee will be paid in lieu of vacation.

SECTION 5. Reduced work schedules: Employees who, at their request, change their work schedule and employment status will take their vacation in accordance with their

new work schedule. Those employees on reduced work schedules due to seasonal reduction of hours may take their vacation in hours equivalent to their full work schedule.

SECTION 6. Scheduling: Vacations shall be scheduled during the calendar year by the department head, according to the employee's seniority and in recognition of the work schedule needs of the department. Within the requirement to maintain work schedules, each department will attempt to grant vacations to accommodate the employee's personal preference, including the right to take his entire earned but unused vacation at one time. Any grievance concerning vacation scheduling will go directly to Step 3.

SECTION 7. Vacation pay: Employees may request that a vacation pay advance be issued on their last scheduled work day prior to vacation provided a regular payday falls within the vacation period and that scheduled vacation exceeds five (5) working days. A written request for vacation pay must be submitted to the employee's supervisor seven (7) days in advance of the requested vacation.

SECTION 8. An employee may arrange for a vacation day one (1) day prior to the requested day. Unscheduled vacation shall be granted to the employee who made the request first. (see section 6 of this article)

SECTION 9. Vacation, once scheduled for seven (7) or more calendar days in advance, may only be changed by the

mutual consent of the employee and supervisor.

SECTION 10. Once a vacation is approved it will be posted in the department.

ARTICLE 23 HOLIDAYS

SECTION 1. The Employer shall recognize the following days as holidays during:

A. The first year of this Agreement, **2017/2018:**

Independence Day – **Tuesday, July 4th**

Labor Day – **Monday, September 4th**

Thanksgiving Day and the day after --
Thursday and Friday, November 23rd and 24th

Christmas Eve, Christmas Day and the day after --

**Friday, Monday, and Tuesday-
December 22nd, 25th, and 26th**

New Year's Eve and New Year's Day --
**Friday and Monday-
December 29th and January 1st**

*Martin Luther King's Birthday –
Monday, January 15th

Easter Monday -- **Monday, April 2nd**

Memorial Day -- **Monday, May 28th**

Employee's Birthday

- B. The second year of this Agreement,
2018/2019:

Independence Day – **Wednesday, July
4th**

Labor Day -- **Monday, September 3rd**

Thanksgiving Day and the day after --
**Thursday and Friday, November 22nd and
23rd**

Christmas Eve, Christmas Day and the day
after --
**Monday, Tuesday, and Wednesday-
December 24th, 25th & 26th**

New Year's Eve and New Year's Day --
**Monday and Tuesday-
December 31st and January 1st**

*Martin Luther King's Birthday –
Tuesday, January 15th

Easter Monday -- **Monday, April 22nd**

Memorial Day -- **Monday, May 27th**

Employee's Birthday

- C. The third year of this Agreement,
2019/2020:

Independence Day – **Thursday, July 4th**

Labor Day -- **Monday, September 2nd**

Thanksgiving Day and the day after --
**Thursday and Friday, November 28th and
29th**

Christmas Eve, Christmas Day and the day
after --
**Tuesday, Wednesday, and Thursday-
December 24th, 25th, and 26th**

New Year's Eve and New Year's Day --
**Tuesday and Wednesday-
December 31st and January 1st**

*Martin Luther King's Birthday –
Wednesday, January 15th

Easter Monday -- **Monday, April 13th**

Memorial Day -- **Monday, May 25th**

Employee's Birthday

***See Letter of Understanding on page 126**

Where conditions permit, Medical Center employees will be scheduled off on both Thanksgiving, and the following day, as holidays. Medical Center employees not scheduled off on either one or both of these days may receive alternate days off surrounding either the Christmas or New Year's Holidays.

SECTION 2. All employees on full time or abbreviated work schedules, working twenty (20) or more hours per week, and on the active payroll will qualify for the holiday pay for the days listed above in accordance with the following provisions:

- A. Employees must work their normally scheduled work hours on the days immediately preceding and following the holiday.

Exception: If an employee is absent on one or both such days with an excused absence, he/she will receive holiday pay. An employee

who is scheduled to work on a holiday and fails to work that schedule will not receive holiday pay, except where a supervisor excuses such an absence, and the employee has otherwise qualified for the holiday pay by working the scheduled day prior to and after the holiday.

- B. Pay for unworked holidays will be made at the employee's current rate of pay for a scheduled day's work, not to exceed eight (8) hours.
- C. Payment for a holiday worked shall be made at the employee's current rate of pay for the scheduled number of hours worked at the rate of time and one-half (1 1/2) plus the holiday payment outlined in Section 2 (B). The employee may elect to receive only the time and one-half (1 1/2) payment and take a day off with the holiday pay within sixty (60) days after the holiday.
- D. When work schedules require that employees be scheduled to work on holidays, the employees will be requested to work on the holidays. Upon failure to obtain the number of employees needed to fulfill the work required, the least senior employees will be required to work. If more employees want to work than need be scheduled, the most senior employees shall work.

Employees who are scheduled off because their primary work area is closed on a holiday, and who desire to work, will have the opportunity to exercise their seniority for such work as is available in their unit of assignment by signing their name(s) to a list which will be posted next to their work schedules prior to each holiday.

The sign-up list will be posted ten (10) calendar days prior to a holiday. Employees will have until five (5) calendar days before the holiday to sign-up.

- E. Any holiday(s) falling within a period of an employee's vacation shall be considered holiday(s) and shall not be deducted from the employee's accrued vacation. The vacation day(s) due may be taken immediately prior to or following the employee's vacation accrual at his/her election with the approval of the supervisor.
- F. Holidays falling on Saturday will be observed on the preceding Friday; those falling on Sunday will be observed on the following Monday.
- G. Holidays falling on an employee's first or second regularly scheduled day off within the

workweek may be observed, with the mutual consent of the employee's supervisor, on a day of the employee's choice, within sixty (60) days following the holiday. The employee will be granted a day off with pay.

- H. When an employee works an irregular schedule (different number of hours each day) he/she will receive holiday pay for time not worked equal to the number of straight hours that he/she was scheduled to work. If the holiday falls on one of his/her scheduled days off, he/she shall be entitled to a future day off within sixty (60) days equal in hours to the average of his/her work days calculated by dividing the number of hours in his/her biweekly work schedule by the number of worked days.
- I. Designated holidays falling during periods of temporary layoff of fifteen (15) working days or less shall be paid in accordance with the employee's established work schedule.
- J. The following employee categories are eligible for holiday benefits: probationary, full time work schedule and abbreviated work schedule.

**ARTICLE 24
SICK LEAVE**

- SECTION 1. All permanent full time employees, regularly scheduled for eighty (80) hours per biweekly pay period, shall accrue sick leave at the rate of twelve (12) days per year. Accrual of sick leave shall be at the rate of twelve (12) days per year. Accrual of sick leave shall be at the rate of 3.692 hours of leave for each biweekly pay period beginning from the date of employment.
- SECTION 2. Permanent employees who regularly work an abbreviated schedule of at least twenty (20) or more hours per week shall accrue sick leave on a pro rata basis.
- SECTION 3. Unused sick leave may be accumulated until termination or retirement. However, accumulated sick leave is not reimbursable upon termination or retirement.
- SECTION 4. Sick leave shall not be paid during the first ninety (90) calendar days of employment.
- SECTION 5. During approved unpaid leaves of absence, sick leave shall not be earned or accrued. The only exception to this Section shall be accruals or earnings during National Guard or Reserve Component Training.

SECTION 6. Sick leave benefits may be taken as follows:

All days of illness qualify for sick payment for those employees who have accumulated accrued unused sick leave.

Exception: Essential employees who do not report to work due to illness when the Severe Weather Policy has been activated should notify their department in accordance with departmental procedures. The essential employee shall be on a non-pay status unless they were on sick leave the day prior to the Severe Weather Policy being activated. This absence will be considered an excused absence.

Hours of accumulated unused sick leave shall be determined each pay period.

- SECTION 7. Employees may elect to receive accrued vacation and holidays. Such an election must be communicated by the employee to his/her supervisor and/or requested by said supervisor on the first day of illness. In the event that an employee fails to notify his/her supervisor on the first day of illness, accrued vacation and/or holiday pay may not be utilized for sick leave. If an employee elects to receive accrued vacation and/or holiday pay, such an election will extend for the entire applicable sick leave period for that incident

or until accrued vacation and/or holidays are expended, whichever occurs first.

SECTION 8. Absences due to illness of an employee's spouse, children or parents may be charged against an employee's sick leave. Such sick leave absences shall be paid in accordance with Sections 6 and 7 of this article.

SECTION 9. Employees who are absent due to Workers' Compensation injuries may, at the employee's request, be paid accrued sick leave during the period prior to entitlement to Workers' Compensation benefits as defined in Section 6 of this article. Sick leave payment may be utilized at the option of the employee during the receipt of Workers' Compensation benefits but only to the extent that the sum of Workers' Compensation payments together with sick leave payments will be calculated on the basis of dividing the dollar difference between weekly straight time earnings and Workers' Compensation paid, by the employee's hourly rate to arrive at sick leave hours to be paid and deducted from accrued sick leave.

SECTION 10. Employees who report to work as scheduled but cannot continue to work due to illness will be paid sick leave for the remainder of their day's work schedule. Any further absence shall be subject to Sections 6 and 7 of this article.

SECTION 11. In accordance with Sections 6 and 7 of this article, sick leave may be taken during the regular workday with the consent of the employee's supervisor for his/her annual health check ups, prenatal care, doctor's appointments due to illness, and dental appointments.

SECTION 12. If an employee's sick leave has been expended, an employee may request that vacation be charged for additional time off required by illness or injury.

SECTION 13. Employees who have given notice of termination may not utilize sick leave during the period between notice of termination and actual termination.

ARTICLE 25 HEALTH CARE PLANS

- A. The "Duke University Comprehensive Plan and Personal Care Plan", consisting of hospital, surgical, medical services, and major medical coverage shall be provided for all eligible employees throughout the life of this Agreement, in accordance with the provisions of the plans which are made a part of this Agreement by reference.
- B. The amounts and/or percentages of the Employer's and employee's contribution to the premium rate for any coverage under the "Duke University Comprehensive Plan

and Personal Care Plan" are set for this in the "Summary Plan Description" which is made a part of this Agreement by reference and which establishes the allocation, computation and method of premium rate contributions.

ARTICLE 26 GROUP LIFE INSURANCE PLAN

SECTION 1. The "Duke University Group Life Insurance Plan", in existence on the effective day of this Agreement, shall continue throughout the life of this Agreement to provide a method for eligible employees to acquire life insurance for themselves and their dependents at reduced costs. The major provisions of this plan are life insurance for each employee, life insurance for dependents, accidental death insurance, and dismemberment insurance.

Part-time employees are not eligible.

SECTION 2. Employees may continue their life insurance program under the group plan, without Employer contribution while on an approved leave of absence other than military leave.

SECTION 3. In the event of total disability, and the employee is on illness/injury leave, and the disability is certified by a doctor's statement, the total life insurance premium of the enrolled employee will be borne by the Employer until the employee returns to work or attains age sixty-five (65).

There is attached hereto and made a part of this Agreement by reference a "Duke University Life Insurance Plan" booklet which outlines in detail the provisions of this benefit. A copy of this booklet will be furnished to each employee.

ARTICLE 27 LONG-TERM DISABILITY

SECTION 1. Employees who have completed three (3) years of continuous employment and regularly work full time or abbreviated work schedules of thirty (30) hours or more per week have income protection under the existing Employer plan in the event of long-term disability.

SECTION 2. The employee or his/her representative must present satisfactory evidence of total disability, and after a waiting period of four (4) months following the beginning date of total disability, the employee will receive an amount equivalent to sixty percent (60%) of his/her regular pre-disability gross salary, such amount to include any benefits from Workers' Compensation or Social Security. Such payment will continue until the employee recovers, reaches age sixty-five (65) or dies.

SECTION 3. When long-term disability benefits commence, and

the employee is covered by the Retirement Plan, age twenty-one (21), and one (1) year of seniority; the Employer will continue regular contributions to the retirement program, including the employee contribution, if any, until the employee recovers, reaches age sixty-five (65), or dies.

SECTION 4. Upon presentation of medical certification that a covered employee is totally disabled, the Employer will continue the employee's group life insurance plan, paying the full premium until the employee recovers, reaches age sixty-five (65), or dies.

The Employer will also continue to pay the full premium of the health care premium for a period not to exceed four (4) months. During the period of long-term disability benefit payments, the Employer will pay the employer's portion of the health care premium as long as the employee continues to pay the employee's portion.

ARTICLE 28 SURVIVOR BENEFITS

A gratuity will be paid to the spouse or estate of an employee who has completed one (1) year of full-time service, who dies while actively employed by the University, and who, at the time of death, was employed on a permanent basis with a thirty (30) hour per week or more work schedule.

The amount of gratuity shall be pro rata portion of the employee's salary for the month in which death occurs up to the date of death, plus: (a) a sum equal to one (1) month's normal salary (based on his/her salary at the time of death) for each year of continuous service with the University, up to a maximum of six (6) month's salary and, (b) the amount of earned but unused vacation as of the date of death.

ARTICLE 29 TRAVEL ACCIDENT INSURANCE

Coverage is provided in an amount up to \$200,000 in the event of injuries which result in death, dismemberment or loss of sight and for up to \$5,000 for related medical expenses, provided the injuries sustained, (a) occurred while the employee was traveling on University business and, (b) were in consequence of and occurred during the course of the trip, the destination of which required the employee to travel outside the city in which he was regularly employed or in which he lived. For this purpose, "University business" is used to mean an assignment by or with the authorization of the University, and where expenses are reimbursed by the University.

Coverage is not provided, (a) while the employee is on vacation, leave of absence, or commuting between his/her residence and place of employment, or, (b) for any loss resulting from suicide, disease or medical/surgical treatment thereof, declared or undeclared war, racing, an endurance test, or participation in any performance contest.

The employee is covered for the duration of any period of covered travel commencing when the employee leaves his/her residence or place of employment, whichever occurs last, and ending upon his/her return to his/her residence, or place of employment, whichever occurs first. Any loss which occurs within one hundred (100) days after the date of the accident from injuries sustained during a covered accident shall be considered to have occurred during the effective duration of coverage.

ARTICLE 30 FUNERAL LEAVE

SECTION 1. An employee who is absent from his/her regularly scheduled work to attend the funeral of a member of his/her immediate family (the employee's spouse, child/stepchild, parent/stepparent, brother/ step-brother, sister/stepsister, grandparent or grandchild), may schedule up to five (5) regularly scheduled workdays off to attend the funeral, as long as one of the days off includes the funeral. These days can be taken anytime from the day of actual death to three (3) scheduled workdays following the funeral. The employee will be paid for any missed regularly scheduled workdays (up to forty [40] hours paid) that fall within the funeral leave period.

An employee who is absent from their regularly scheduled work to attend the funeral of a member of his/her extended family (which includes parents-in-law, brothers-in-law, sisters-in-law, sons-in-law,

daughters-in-law, aunts, uncles; extended family members [aunts and uncles] are through marriage as well as through blood relations) may schedule up to two (2) regularly scheduled workdays off to attend the funeral, as long as one of the days off includes the funeral. The employee will be paid for any missed regularly scheduled workdays (up to sixteen [16] hours paid) that fall within the funeral leave period.

NOTE:

The purpose of Funeral Leave is to prevent loss of pay to an employee who must be absent from work to attend the funeral of an immediate or extended family member. Days off with pay may be taken anytime during the Funeral Leave period and need not be consecutive.

Immediate and extended families are defined in Section 1 and specific members are outlined in a Funeral Leave chart.

Funeral Leave Period is defined as follows:

1. Immediate Family: From the day of actual death to three (3) scheduled workdays following the funeral.
2. Extended Family: From the day of actual death to one (1) scheduled workday following the funeral.

If the funeral day occurs during an employee's scheduled vacation, upon the employee's immediate notification to the department, funeral leave will override the vacation.

Part-time employees are not eligible for funeral leave.

SECTION 2. Employees advised of a death in their family, as defined above, during working hours may be released from work with pay for the remainder of the day. Such fraction of the day applied to funeral leave shall be deducted from the maximum days allowable under this article.

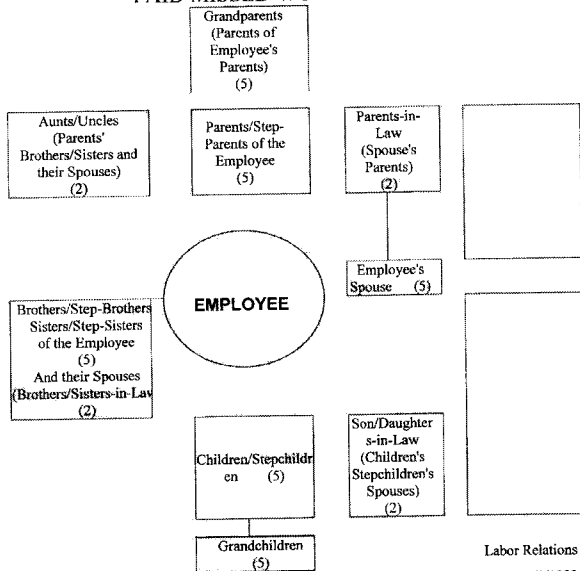
SECTION 3. Pay for each day of funeral leave taken will be made at the employee's current rate of pay for a scheduled day's work not to exceed eight (8) hours. Verification of the reason for this absence such as a funeral program or obituary should be presented to the employee's supervisor immediately upon return to work. Verification is the employee's responsibility.

SECTION 4. If the funeral day occurs on the same day as a contractually designated holiday, the funeral day will take precedence and the employee will observe the holiday as mutually agreed upon within sixty (60) calendar days following the date that the holiday had actually occurred. Leave beyond these amounts may be approved under special circumstances but shall be charged against accrued

vacation. In the event the employee is without sufficient accrued leave time, a leave of absence without pay may be granted.

FUNERAL LEAVE CHART LOCAL 77

SHOWING RELATIONSHIP OF THE DECEASED TO
THE EMPLOYEE AND THE MAXIMUM NUMBER OF
PAID MISSED WORK DAYS.



Funeral Leave Examples

A

1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Day of death Window opens					Off
2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off		Funeral			Funeral leave window closes	Off

B

1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Day of death	Work day	Work day	Funeral Leave	Funeral Leave	Off
2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Funeral Leave	Funeral	Funeral Leave	Work day	Work day	Off

Funeral Leave Examples

C

Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Day of death	Work day	Work day	Work day	Funeral Leave	Off
Week 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Off	Work day	Funeral	Funeral Leave	Funeral Leave	Funeral Leave	Off

D

Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Work day	Day of death	Off	Off	Funeral Leave	Funeral Leave	Funeral Leave
Week 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Funeral	Work day	Off	Off	Funeral Leave	Work day	Work day

ARTICLE 31 LEAVES OF ABSENCE

SECTION 1. Leaves of absence shall be granted to employees for the following purposes when the absence is excused and exceeds seven (7) calendar days duration: military service, National Guard or Reserve Component Training, maternity leave, illness or injury leave, personal leave, Union leave, and educational leave.

Employees having a need for a leave of absence shall submit a request for such leave in writing and shall be responsible for submitting supporting documentation to verify the need for the requested leave.

SECTION 2. Conditions, duration of, and payment of any leave of absence, if any, shall be outlined and limited below:

- A. Military Leave -- An employee who leaves his/her job to serve in the armed forces of the United States shall be granted military leave without pay for the duration of the initial enlistment period. Seniority shall continue to accrue from date of last hire. An employee returning from military leave within ninety (90) days of discharge will be placed in a position equal in status, benefits and pay to the position which was vacated, and will be

credited with sick leave and vacation accruals during the year of his/her return based upon his/her seniority plus balances previously accrued.

- B. National Guard or Reserve Component Training Leave -- An employee obliged to annual temporary training duty may use accrued vacation or elect to be reimbursed by the University for the difference between the pay received on training duty and the pay normally received for the same number of hours worked. During temporary training duty employees will continue to be eligible for all benefits.
- C. Illness/Injury Leave -- An employee may request a leave of absence not to exceed three (3) months if he/she becomes incapacitated by illness or injury. Such requests shall be substantiated by an attending physician's statement. Once approved as medically necessary, the leave may be extended in three (3) month increments up to one (1) year. The application for extensions and return to work must be supported by the attending physician's statement.

It is the employee's responsibility to keep the Employer informed and to request an illness/injury leave within seven (7) days of the

start of an illness/injury absence. The employee or his/her family or a representative or the employee's physician must make written request to the employee's department head and attach the physician's statement containing diagnosis and tentative duration of illness or injury. An illness/injury leave must be approved by the department head who approves and then forwards the request to the Manager of Employee and Labor Relations.

An employee returning from an illness/injury leave must, before returning to work, provide the Employee Occupational Health Service with evidence from the attending physician that the employee has been released for active employment and is permitted to return to work. An employee returning from such leave must also pass a physical exam administered by Employee Occupational Health if required by his/her supervisor. The cost of the exam shall be borne by the Employer.

An employee may elect to use accrued sick leave and/or vacation for the duration of the absence or until the appropriate benefit (disability, Workers' Compensation, etc.), if any, takes over. Any dispute shall be governed by the grievance procedure.

Employees returning from illness/injury leave

within their initial leave period will be offered their prior occupational classification and shift in their department. If an employee's initial leave is extended by physician's statement, then an employee will be offered his/her prior occupational classification and shift in the department upon his/her return.

- D. Maternity Leave -- Maternity leave shall be granted and approved by the department head and Employee and Labor Relations after submission by the employee of a statement from her attending physician. Employees shall be permitted to return to work upon submitting to the department head a statement from her attending physician that her physical condition permits her to return to work. Accrued sick leave and vacation may be used at the employee's option during maternity leave.

An employee may be granted a maternity leave of up to three (3) months. Once approved, as medically necessary, the leave may be extended in three (3) month increments up to one (1) year.

Employees returning from maternity leave within their initial leave period will be offered their prior occupational classification and shift in their department. If an employee's initial leave is extended by physician's statement,

then an employee will be offered her prior occupational classification and shift in the department upon her return.

- E. Personal Leave -- Employees with one (1) or more years of seniority may seek approval for a personal leave of absence of up to three (3) months. Such request for leave must be made to the department head at least seven (7) days prior to the beginning of the desired leave period. Requests for personal leave must include information as to the nature and duration of the requested leave. Once approved, extensions may be requested in three (3) month increments, up to one year. Accrued vacation may be used during periods of personal leave.

Employees returning from personal leave within their initial leave period will be offered their prior occupational classification and shift in their department.

An unpaid leave of less than six (6) days may be arranged with the mutual consent of the employee and supervisor.

- F. Union Leave -- Employees with seniority who are elected to Union office or selected by the Union to work requiring absence from the

Employer's facilities shall, upon written request from the Union, be granted a leave of absence not to exceed two (2) years. Such leave may be extended by mutual agreement for additional periods of two (2) years. A Union leave of designated Union officials may be arranged through the Employee and Labor Relations department, up to a maximum of thirty (30) days. Accrued vacation may be used during period of Union leave.

G. Educational Leave -- Employees who have one (1) or more years of seniority who are accepted at an advanced school of study shall upon documentation of such, receive leave of absence for up to two (2) years. Accrued vacation may be used during an educational leave. Employees returning from educational leave shall be offered: (1) a position in his/her prior classification, if vacant and available or (2) a lower occupational classification within his/her department, if vacant and available. If there are no vacancies in the employee's former department, he/she will have priority bid on vacant and available positions that are open in other Bargaining Unit departments that have not been bid on by Bargaining Unit employees currently in the workforce and for which the employee is qualified. If two or more employees return from educational leave at the same time, the job offer will be made to

the more senior employee. Employees who desire a return to active employment at the conclusion of educational leave should contact Staff and Labor Relations and/or Local 77 at least 30 days prior to the conclusion of their leave.

SECTION 3. Accrued sick leave and/or vacation may be used as provided in Section 2, during leaves of absence. However, in order to continue to receive the University contribution to health insurance benefits, the employee must use at least thirty (30) hours per week. When the employee chooses to use less than thirty (30) hours per week, a "Personnel Change Notice" must be processed to reflect a change in the fringe benefit code. If the employee subsequently goes on unpaid leave, the "Personnel Change Notice" should be changed to reflect prior work hours and the fringe benefit code.

Employees on maternity, illness/injury, personal, Union and educational leaves may continue their health care and life insurance coverage for the duration of any unpaid leave provided they pay the full premium. Should an employee become totally disabled, as established by medical certification, benefits are continued as outlined in Article 26.

SECTION 4. During the period of leaves, seniority will continue

to accrue. Vacation and sick leave will not accrue during leaves, except for National Guard and Reserve Component Training.

ARTICLE 32 JURY DUTY

Jury duty leave with pay shall be approved immediately upon submission by the employee to the department head of an authentic summons, subpoena, or notice for such duty upon receipt of such notice by the employee.

Pay for each day of jury duty will be made at the employee's current rate of pay for a regularly scheduled workday not to exceed eight (8) hours. This pay will be made for the entire period of jury duty served.

Employees who are on jury duty and are scheduled to work on night shifts the same workday shall be protected from loss of pay for the entire twenty-four (24) hour period in accordance with Article 35, "Hours of Work," Section 2 of this Agreement.

Employees who are subpoenaed for court appearance as witnesses shall not suffer loss of pay for performing such duty. Attendance at a trial as a plaintiff or defendant shall not result in entitlement to any benefit under this article. Proof of appearance must be presented to the supervisor prior to and after completion of such service.

Part-time employees are not eligible for jury duty pay.

ARTICLE 33 VOTING TIME

Employees who are registered voters, if they so request, at least 24 hours in advance, shall be granted absence up to two (2) hours without pay for the purpose of voting on Presidential and general elections. This time off will be scheduled by a supervisor at either the beginning or the end of the work period or other times most advantageous to maintaining work schedules.

ARTICLE 34 EDUCATIONAL ASSISTANCE

Bargaining unit employees will have available to them, on the same terms and conditions as is or may become available for non-bargaining unit biweekly employees, the following educational benefits:

SECTION 1. Duke Employee Tuition Assistance Program will provide reimbursement of tuition for a maximum of six classes per calendar year (two per semester) up to \$5,000 for full-time employees (scheduled at least 30 hours per week) with at least two consecutive years of service at Duke University or Health System. To be eligible for reimbursement, the courses must meet the following guidelines:

- Must be related to the employee's current job or continued career growth at Duke University
- Must provide academic credit (as opposed to

continuing education units)

- Must be accredited academic through the Southern Association of Colleges and Schools (SACS) and have a physical location in North Carolina
- Must be in good standing with satisfactory performance and documented as part of an employee's professional development plan
- Must complete with a grade of "C" or better of "pass" if a grade is not provided

Once participants receive reimbursement for at least five courses and the amount of tuition reimbursed exceeds \$2,500, they must agree to work at Duke for two years afterward in return for the financial assistance. If they leave prior to fulfilling the two year commitment, they will be required to repay the cost of tuition. Eligibility for this benefit is suspended during a personal leave of absence.

SECTION 2.

Duke Tuition Grant Program
Currently, the benefit provides as follows:

Employees with five (5) or more years of active, regularly scheduled full time continuous service are eligible to receive a tuition grant to pay, in accordance with the terms and conditions of the program, undergraduate tuition charges for children of eligible employees. Currently, each employee is

eligible for up to sixteen (16) semesters of educational assistance at approved institutions, with a maximum grant of seventy-five percent (75%) of the Duke tuition, minus an annual deductible.

ARTICLE 35 EMPLOYEE TRAINING

Employees are eligible for training programs currently in existence at Duke University. There is no cost to the employee for participation in the Career Planning training program. When the Career Planning training program is implemented, it will be made available to bargaining unit employees under the same terms and conditions of other eligible employees.

The Career Planning program will aid employees in examining job opportunities that are best for them at Duke University. It will assist employees in their self-development by providing training information, personal evaluation and vocational and educational counseling. Participation in the counseling and assessment of job opportunities is not considered as hours worked. Employee training information will be made available to all bargaining unit employees.

ARTICLE 36 HOURS OF WORK

- SECTION 1. A. The "workweek" shall be the period of time from midnight Sunday night continuing for seven (7) consecutive twenty-four (24) hour periods ending midnight the following Sunday night. The "work week" begins at 12:01 a.m. Monday and ends at 12:00 midnight the following Sunday.
- B. The "workday" shall be the calendar day of twenty-four (24) consecutive hours, from midnight to midnight.
- C. Work schedules -- Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Reductions in regular work schedules, except for emergencies, shall not be made without twenty-four (24) hours notice to the employee.
- D. Meal period -- All employees who normally receive a lunch break will receive a lunch break at the middle of their shift when possible. An employee who is scheduled to work four (4) hours of overtime, shall receive a fifteen (15) minute break as close to the middle of the overtime shift as possible.

- E. Rest period -- Employees' work schedules shall provide for a fifteen (15) minute paid rest period for each four (4) hours worked. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
- F. Clean-up -- When it becomes necessary for an employee to clean up because of exposure to work causing abnormal uncleanness, a maximum of fifteen (15) minutes will be allowed for cleaning up at a mutually agreeable time during the shift.

SECTION 2. Call out

Prompt and consistent attendance at work during scheduled times is expected and is essential to providing timely service. Each department shall communicate and post the call out procedure in a visible area.

In the event of unscheduled absences, all employees scheduled to work any shift shall call the designated number to notify their department at least thirty (30) minutes prior to the start of their shift. The notification may be provided by as designee of the employee.

For those employees working in Environmental

Services, they shall notify their department at least sixty (60) minutes prior to the start of their shift. The notification may be provided by a designee of the employee.

If the absence is expected to extend beyond one (1) day, the employee should make such notification at the time of the call.

If the employee is to absent for an undetermined period, the employee will inform management as soon as possible. The employee should speak with their supervisor to discuss leave options and benefits.

In the case of tardiness, the employee will inform the department as soon as possible and indicate an approximate time of arrival.

Nothing in this Article is intended to prevent an employee from receiving sick pay as governed by Article 23, Sick Leave.

An employee will be counseled on the first instance of not calling out within the prescribed time period before receiving disciplinary action. This counseling will be active for 6 months from the date of issuance. The disciplinary process shall commence at the written warning step.

SECTION 3. Hours:

- A. Day Shift: When employees' regular work schedule starts between the hours of 5:00 a.m. and 11:59 a.m., they shall be considered working the 1st or Day Shift.
- B. Evening Shift: When employees' regular work schedule starts between the hours of 12:00 noon and 7:59 p.m., they shall be considered the 2nd or Evening Shift.
- C. Night Shift: When employees' regular work schedule starts between the hours of 8:00 p.m. and 4:59 a.m., they shall be considered the 3rd or Night Shift.

SECTION 4. Overtime:

- A. Compensation for overtime work shall be calculated as follows:
 - 1. Forty (40) hour workweek: Compensation for time worked up to and including eight (8) hours in any one workday or forty (40) hours in any one workweek will be made at the employee's straight time current rate of pay.

Compensation for all overtime worked in excess of eight (8) hours in any one workday or forty (40) hours in any one

workweek will be made at one and one-half (1 1/2) times the employee's current rate of pay.

2. Eighty (80) hour biweekly workweek: Except for employees working the Second (2nd) or Evening Shift in Duke South, compensation for all employees working in the hospital for hours up to and including eight (8) hours in any workday or eighty (80) hours in any biweekly pay period will be made at the employee's straight time current rate of pay. Compensation for all overtime worked in excess of eight (8) hours in any one workday or eighty (80) hours in any biweekly pay period will be made at one and one-half (1 1/2) times the employee's current rate of pay.

B. Overtime will be calculated on the basis of time actually worked or hours paid for and considered by the Employer as time worked specifically:

1. Attendance at training classes related to the employee's work (including career planning programs) and where attendance is required, or during which work is performed.

2. Holidays or an employee's elected day off due from a holiday previously worked.

3. Donation of blood to an Employer-sponsored blood program.

C. Where overtime has been earned, it shall be paid either for over eight (8) hours in one day or forty (40) hours in a week, (except as provided in Section 2, paragraph A, subparagraph 2, above). However, the Employer may grant time off if the employee so elects within the same pay period at a time agreeable to both the supervisor and employee. This time off may be granted to employees for the number of hours of overtime worked times one and one-half (1 1/2). In such cases, the employee's total pay within the pay period is balanced so as not to exceed his regular pay. Time off is, by law, not cumulative and must be taken in the same pay period as accumulated.

D. Overtime work shall be distributed to employees working within the same job classification in the primary work area of their unit of assignment by seniority. When necessary overtime schedules have not been filled, because senior employees and/or those low in overtime to their credit have refused the opportunity, the least senior employee within

the primary work area of the unit of assignment shall be required to perform the work.

No employee shall be required to work overtime on more than two (2) consecutive days in a workweek.

- E. A record of overtime hours worked by each employee shall be maintained and made available to district stewards.
- F. An employee shall not be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period continuing from the start of the required shift.
- G. An employee shall not be compensated twice for the same hours of overtime.

ARTICLE 37 NIGHT SHIFT PREMIUM

Employees who regularly work Second (2nd) or Evening Shift shall be compensated for such hours at their regular rate plus a shift premium of seven percent (7%) per hour. Employees who regularly work Third (3rd) or Night Shift shall receive a shift premium of twelve percent (12%) per hour.

Such night shift premiums shall not be paid to employees who work into the hours specified as a result of extended hours beyond their regular work schedule.

ARTICLE 38 EMERGENCY CALLBACK – REPORTING FOR WORK

SECTION 1. Emergency callback:

An employee who, as a result of an emergency (having left work) is called back to work for other than his regular shift, shall receive a minimum of four (4) hours work or a minimum of four (4) hours pay, at the rate of time and one-half (1 1/2) his/her regular rate plus night shift premium, if applicable.

Part-time employees are not eligible for the emergency callback premium except where the emergency callback occurs after such employee has completed eight (8) hours of work within the regular workday.

SECTION 2. Reporting for work:

If an employee reports to work at the start of a shift he/she is scheduled to work unless notified not to so report and is sent home through no fault of his/her own, he/she will receive a maximum of two (2) hours pay at their straight-time rate.

This would not apply in situations beyond the control of the University such as acts of God, power failure, etc.

ARTICLE 39 WEEKEND WORK PREMIUM

Premium payment shall be made to employees who work a scheduled shift of both Saturday and Sunday for two (2) or more consecutive weekends.

A twenty percent (20%) premium shall be paid for all hours worked on the second and following consecutive weekends.

Example:	
Hourly rate	\$6.00
20% premium (per hour)	1.20
Second Saturday worked - (8 hours)	
Second Sunday worked -- (8 hours)	16
16 hours x 1.20 =	\$19.20

Employees who work Saturday and Sunday work schedules only are not eligible for this premium.

Overtime Premium Pay and Weekend Work Premium Pay shall not be paid on the same hours worked. If weekend hours worked result in overtime, Overtime Premium Pay will override Weekend Work Premium Pay.

Weekend Work Premium and Holiday Premium can be paid on same hours.

ARTICLE 40 OCCUPATIONAL CLASSIFICATION AND AUTOMATIC WAGE RATE PROGRESSION

SECTION 1. It is agreed that during the terms of this Agreement, the hourly wage rates as set forth in "Wage Rate Progression" Schedules A and B shall be in effect. The rates and/or progressions contained herein shall be applied as follows:

Employees will be hired at the hire rate of the occupational classification and after one year of seniority shall move to the job rate as set forth in the "Wage Rate Progression Table".

In the event that an employee is promoted to a higher occupational classification level while still at

the hire rate level, the promotion date shall supersede the seniority date for purposes of determining the one year requirement to progress to the job rate.

All employees in occupational classifications levels 1 through 5 who obtain five (5) years of seniority shall be moved to the five (5) year rate.

All employees in occupational classification level 1 who obtain ten (10) years of seniority shall be moved to the ten (10) year rate.

SECTION 2. Employees who are temporarily assigned or promoted to a classification of a higher wage level shall be paid the hire rate or job rate of the higher level which corresponds to their current hire rate or job rate as set forth in the "Wage Rate Progression Table".

ARTICLE 41 NEW OR CHANGED OCCUPATIONAL CLASSIFICATIONS

SECTION 1. In the event the Employer should establish new occupational classifications or change existing occupations, the hourly rates applicable thereto shall be determined by negotiations between the Employer and the Union, such negotiations will be based upon the proper application of the Employer's

Job Classification and Evaluation Plan and the duties of the job.

SECTION 2. Employer will supply the Union ten (10) calendar days prior to such negotiations, the occupational classifications, number, occupational classification title, the proposed hourly rate, and the job description pertaining thereto.

SECTION 3. Job performance shall not be delayed through failure to immediately agree upon hourly rates applicable to any new or changed occupational classification. In such cases, pending the results of negotiations, the Employer will establish the occupational classification and the Employer proposed hourly rate applicable thereto and shall place such occupational classifications and such hourly rate into effect.

SECTION 4. Wage rates finally established through negotiations of the parties or arbitrator which are higher than the Employer proposed rate will be paid retroactive to the date of the start of the occupation.

SECTION 5. If the parties are unable to agree to a rate of a new or changed classification, the issue may be submitted to arbitration within thirty (30) days of the date on which the new or change job(s) is posted or filled. The arbitrator shall base his/her decision upon the proper application of the Employer's Job Classification and Evaluation Plan.

ARTICLE 42 BULLETIN BOARDS

The Employer shall provide the Union with space on not less than thirty-one (31), unless the parties mutually agree to a different number, glass enclosed, lockable bulletin boards. The Union will be furnished with one (1) key for each board and a list of locations. Union notices may be posted by the steward in his district and, although not limited to the following notices, they shall be of this type:

- A. Recreational and social events of the Union
- B. Union meetings
- C. Union elections, appointments
- D. Results of Union elections

In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by Employee and Labor Relations of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 43 HEALTH AND SAFETY

SECTION 1. The Employer will make reasonable provisions for the health and safety of employees during the hours

of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Employer in accordance with safety and health practices now prevailing or as such practices may be improved from time to time.

SECTION 2. The Union will cooperate with the Employer in encouraging employees to observe reasonable safety regulations and to work in a safe manner.

SECTION 3. An employee may bring to the attention of his/her supervisor alleged unsafe or unhealthy conditions or practices or a resolution to the condition. In the event of failure to agree as to the condition or practice, the employee shall have the opportunity of a meeting between his/her district steward and the supervisor. If the supervisor and steward cannot agree to a resolution, a meeting will be arranged with the Employer's safety coordinator. Unresolved disputes shall be directed through the grievance procedure.

SECTION 4. Once a month, the Employer will make available to the Union, through the Manager of Employee and Labor Relations, a copy of any information received by the Employee and Labor Relations Department from the University and/or Medical Center safety representatives concerning accident reports filed by the Employer relating to a bargaining unit employee. Such reports shall include the

information, if known, on the cause and/or prevention of the accident.

The Employer, through the Manager of Employee and Labor Relations, will make available to the Union a listing of the safety equipment required by the Employer to be worn by the employees in the performance of their duties. The listing of safety equipment will be updated as necessary. The Employer will inform employees of any known hazards in their work areas.

ARTICLE 44 RETIREMENT

There is attached hereto and made a part of this Agreement by reference a Duke University "Employees Retirement Plan" booklet which outlines in detail the provisions of this benefit. A copy of this booklet will be furnished to each employee.

ARTICLE 45 ABSENTEEISM

Purpose

Duke depends on the prompt and regular attendance of each staff member to provide the highest quality services. Each staff member is expected to be at his/her work area and ready to work at the scheduled times. Despite this expectation, Duke

understands that there will be times that an employee will not be able to attend work. To balance the operating needs of the employing unit and the personal and family needs of employees, the following guidelines are intended to assist supervisors and staff members in addressing absenteeism, tardiness and early departure problems. These guidelines are intended to support and encourage successful performance and, as necessary, to correct or modify undesirable performance.

Section 1: Definitions

Scheduled Time Off - Time away from work that has been requested and approved in advance by the supervisor.

Unscheduled Absence - When an employee does not report to work for his/her scheduled shift or misses greater than two (2) hours of work and the absence is not approved in advance.

Tardy- Not reporting for work at the beginning of the scheduled shift, up to the first two (2) hours of the scheduled shift. Five (5) minutes after the start of the employee's scheduled shift will be considered the grace period for purposes of tardy.

Early Departure-Leaving work with less than 2 hours remaining in the shift.

Unscheduled time away from work that does not exceed the maximum unscheduled absences are not subject to disciplinary action.

Section 2: Unscheduled Absences

Non-Illness/Injury Absences – An unscheduled absence of a single day will be counted as one unscheduled absence. Non-illness/injury absences will not be charged to sick leave pay. Such absences may be charged to vacation time if available or may be taken as time without pay, at the employee's discretion.

Illness/Injury Absences - In the case of illness or injury, absences up to 3 consecutive days will be counted as one unscheduled absence if the employee has seventy-two (72) sick leave hours or more to his/her credit. For employees with less than seventy-two (72) sick leave hours to his/her credit, absences of up to two (2) consecutive days will be counted as one unscheduled absence. In the event that an employee is absent for greater than 2 and/or 3 days (as defined above), they will be required to bring in a doctor's note substantiating the medical necessity for the extended absence. Failure to bring in a doctor's note will result in an additional unscheduled absence for each two or three day period described above, and will result in an employee not being allowed to charge time in excess of the first two or three consecutive days to sick leave. Such absences may be charged to vacation time if available or may be taken as time without pay, at the employee's discretion.

Excessive absenteeism will be determined when an employee has exhausted his/her maximum unscheduled absences except for absences that are granted in accordance with the applicable

provisions of this Agreement. The maximum number of unscheduled absences will be determined by the sick leave balance as of December 31 of each year.

In evaluating each situation of excessive absenteeism the criteria to be used shall be as follows:

Sick Leave Balance	Maximum Unscheduled Absences
< 72 hours	6 absences per year
>72 hours	8 absences per year

Any absence exceeding the maximum unscheduled absences stated above will be subject to disciplinary action of the following type and progression: written warning, final written warning and termination. Prior to commencing the written warning step a meeting with the employee and union representative will occur to review the employee's attendance record and to confirm attendance expectations.

Section 3: Corrective Action for Incidents of Tardy or Early Departure:

The 11th tardy/and or early departure will result in a written warning.

The 12th tardy/and or early departure will result in a final written warning.

The 13th tardy/and or early departure will result in termination.

Prior to commencing the written warning step a meeting with the employee and union representative will occur to review the employee's attendance record and to confirm attendance expectations.

A six (6) month period without any unscheduled absences will result in the removal of all absence related disciplinary actions. A six (6) month period without any tardy/early departure incidents will result in the removal of all tardy/early departure related disciplinary actions. Once the attendance record is cleared, one unscheduled absence or one tardy/ early departure incident will be allowed before any disciplinary action will be taken.

Notes: Individuals may be exempt from termination, providing their sick leave accrual balance is in excess of 193 hours. Such circumstances will be discussed with the employee, supervisor, union representative, department director, and staff and labor representative. (See also Letter of Agreement)

ARTICLE 46 SEVERE WEATHER POLICY

It is the policy of the University to remain open and continue operations during periods of bad weather. Many critical functions on Campus and the Medical Center must be staffed regardless of weather conditions. It is recognized, however, that some individuals may find it difficult to travel to the University because of hazardous conditions. Essential staff are required to report to work when the Severe Weather Policy has been activated.

Employees designated essential staff reporting for work when the Severe Weather Policy has been activated will be given available work and paid for the shift. Employees reporting to work on days determined to be severe weather days will be given a one hour "grace period" in reporting to their shifts. Essential employees reporting to work will be paid a 10% premium. Essential employees reporting more than one hour late will be paid only for hours worked.

A severe weather day may be designated as such by the University. Communication of the severe weather day will be by general public announcement. If you do not hear or see the announcement on the broadcast stations listed above, you may dial 684-INFO (684-4636) for a recorded message. If the telephone line is busy, try again. Your inability to access the recording or public broadcast announcements should not prevent you from reporting to work.

Essential employees who do not report to work because of weather conditions should notify their departments in accordance with departmental procedures. This absence will be considered an excused absence. These employees will be on a non-pay status.

Essential employees who do not report to work due to illness when the Severe Weather Policy has been activated should notify their department in accordance with departmental procedures. The essential employee shall be on a non-pay status unless they were on sick leave the day before prior to the Severe Weather Policy being activated.

Essential employees in areas requiring continuous service are expected to come to work. Each department head is responsible for developing a plan to provide staff coverage in critical areas during periods of severe weather. Employees working in a critical area who are unable to come to work must call their department according to established departmental procedures. In exceptional situations, transportation may be provided for these employees, depending on the circumstances involved.

In areas where transportation services are available, and the department agrees to pick up the essential employee, then the employee will receive a minimum of 6 hours. The employee must call in according to the departmental call out policy.

Should you have any questions, please call Employee/Labor Relations at 684-2808 or Medical Center Human Resources at 684-5557.

ARTICLE 47 SEVERABILITY

If any provision of this Agreement is or hereafter shall be in violation of applicable federal or state laws or regulations, such provision shall be superseded by the appropriate replacement provisions as may be negotiated by the parties to this Agreement. If the parties are unable to agree as to whether or not any provision hereof is in violation of any such laws or regulations, the provisions of the Agreement shall remain in effect until the disputed matter is settled by the court of competent jurisdiction or any state or federal agency having jurisdiction over the subject

matter of this Agreement and such provision is not superseded by an applicable law or regulation, the Employer and the Union will promptly meet to negotiate a substitute provision for the one declared invalid. In any of the above cases, the remaining terms and provisions of this Agreement shall continue in full force and effect.

ARTICLE 48 WAIVER

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

After this Agreement has been signed, no provision may be altered or modified during the life of this Agreement except by mutual consent in writing between the Union and the Employer, and only at a conference called for such purpose by the parties and after ratification by the Union.

ARTICLE 49 TERM AND TERMINATION

NOTICE OF CHANGE AND MODIFICATIONS

SECTION 1. This Agreement shall become effective on **July 1, 2017**, (except as otherwise provided) upon ratification, and shall continue in full force and effect until 12:01 a.m., **July 1, 2020**, and thereafter shall be automatically renewed from year to year unless notice in writing shall be given by either party to the other of its termination ninety (90) days prior to its expiration date of **July 1, 2020**, or a subsequent applicable expiration date after automatic renewal, in which event it shall terminate on its expiration date.

SECTION 2. Either party may give written notice ninety (90) days prior to **July 1, 2020**, or ninety (90) days prior to any subsequent anniversary date of this Agreement, of any proposed change or changes, term or termination of this Agreement. Whenever such a notice of change is given, the party giving the notice shall submit its proposals in writing to the other party prior to the end of thirty (30) days from the date of notice. If the parties do not reach an agreement with respect to such proposals on or before 12:01 a.m., **July 1, 2020**, or on or before a subsequent anniversary date of the Agreement, whichever is applicable, then this Agreement shall be terminated unless extended by mutual agreement.

Wage Rate

SCHEDULE A FOR EMPLOYEES HIRED BEFORE JULY 1, 1999

Effective July 1, 2017			
Level	Hire Rate	1 Year Step	5 Year Step
2	13.03	13.44	15.80
3	13.28	13.84	16.77
4	13.57	14.87	18.04
5	14.39	15.83	19.79

Effective July 1, 2018			
Level	Hire Rate	1 Year Step	5 Year Step
2	13.29	13.71	16.12
3	13.55	14.12	17.11
4	13.84	15.17	18.40
5	14.68	16.15	20.19

Effective July 1, 2019			
Level	Hire Rate	1 Year Step	5 Year Step
2	13.56	13.98	16.44
3	13.82	14.40	17.45
4	14.12	15.47	18.77
5	14.97	16.47	20.59

SCHEDULE B FOR EMPLOYEES HIRED AFTER JULY 1, 1999

Effective July 1, 2017			
Level	Hire Rate	1 Year Step	5 Year Step
2	13.03	13.44	15.61
3	13.28	13.84	16.61
4	13.57	14.87	17.87
5	14.39	15.83	19.02

Effective July 1, 2018			
Level	Hire Rate	1 Year Step	5 Year Step
2	13.29	13.71	15.92
3	13.55	14.12	16.94
4	13.84	15.17	18.23
5	14.68	16.15	19.40

Effective July 1, 2019			
Level	Hire Rate	1 Year Step	5 Year Step
2	13.56	13.98	16.24
3	13.82	14.40	17.28
4	14.12	15.47	18.59
5	14.97	16.47	19.79

**APPENDIX I
OCCUPATIONAL CLASSIFICATIONS**

Level 1: Lab Assistant
 Laborer

Level 2: Food Service Worker I
 Grounds Equipment Operator
 Housekeeper Specialist

Level 3: Bio-Medical Waste Handler
 Floor Finisher
 Food Service Worker II
 Grounds Equipment Operator, Sr.
 Phytotron Service Attendant
 Recycler
 Sanitation Equipment Operator
 Truck Driver
 Uniform and Linen Room Attendant
 Utility Worker

Level 4: Athletic Equipment & Locker
 Room Attendant
 EVS Lead Worker
 General Utility Attendant
 Lead Food Service Worker
 Material Control Clerk
 Phytotron Service Attendant, Sr.
 Production Worker
 Truck Driver, Sr.

Level 5: Lead Production Worker
 Material Control Clerk, Sr.
 Sanitation Equipment Operator, Sr.
 Sr. Lead Production Worker
 Tree Pruner

APPENDIX II BENEFITS ELIGIBILITY

According to continuous service date and regular work schedule.

Key: A -- Full eligibility B -- Pro rate eligibility C -- No eligibility

EMPLOYEE STATUS	HOL.	VAC	SICK LEAVE	JURY DUTY	FUNERAL LEAVE	LTD.	DISP. INS.	LIFE INS.	WORK. COMP.	UNEMP. INS.	SURV. BENEFIT
Probationary (90 cal. days)	A	A'	A'	A	A	C	A	A	A	A	A
Full-time (40 hr. week)	A	A	A	A	A	A'	A	A	A	A	BC'
Abbreviated (20 but less than 40 hours)	B	B	B	B	B	BC'	BC	A	A	A	BC''
Part-time (less than 20 hr/week)	C	C	C	C	C	C	C	C	A	A	C

A' - Cannot be used until the completion of the probationary period.

A'' Eligible after three (3) years of continuous service.

BC - Twenty to twenty-nine (20-29) hours per week work schedule; employee eligible for enrollment but will receive no Employer contribution.

Thirty (30) hours or more per week work schedule; Employer contributes.

BC' - Eligible only after three (3) years of continuous service of a thirty (30) hours per week or more work schedule.

BC'' - Eligible only after one (1) year of continuous service of a thirty (30) hours or more per week work schedule.

**APPENDIX III
STEWARD ASSIGNMENTS**

DISTRICT NO. 1 --

Assistant-Chief Steward (1), stewards (6).

Duke North
Duke South
Eye Center

Assistant-Chief Steward (1), stewards (4).

Medical Center Housekeeping

DISTRICT NO. 2--

Assistant-Chief Steward (1), stewards (2).

Housing Management (West)
FMD Grounds
Sanitation
Golf Course
Fuqua
DUAA

DISTRICT NO. 4 --

Assistant-Chief Steward (1), stewards (2)

University Housekeeping (West)
LSRC
Public Policy
Terry Sanford Building

Assistant-Chief Steward (1), stewards (4).

University Stores
Dining Services (West Central)
Bryan Center
Finch-Yeager

DISTRICT NO. 3 --

Assistant-Chief Steward (1), stewards (5).

University Housekeeping (East)
Housing Management (East)
Dining Services (East)
Central Campus

**APPENDIX IV
CHANGE IN BENEFITS**

July 1, 1996

Any change to non-bargaining unit service biweekly employees will be automatically extended to bargaining unit employees represented by Local 77 -- AFSCME for: vacation accumulation, number of holidays, sick leave accumulation, improvement in health care plans, amount of life insurance, improvement in Long Term Disability, and improvements in Biweekly Retirement Plan.

**APPENDIX V
Scheduled Weekends Off for Local 77 Employees in Dining
Services**

July 1, 1993

TO: Local 77 Negotiating Committee

FROM: Wes Newman
Director, Dining & Special Events

SUBJECT: Scheduled Weekends Off for Local 77 Employees
in Dining Services

During the life of this Agreement, Duke University Dining Services commits to scheduling its full time bargaining unit employees off at least one (1) weekend (Saturday/Sunday) per calendar month.

This commitment would be waived only in the case of emergency.

Wes Newman
Director, Dining & Special Events

**Letter of Understanding
Secured Personal Space (Lockers)**
Local Union 77 AFSCME and
Duke University

Management recognizes the need for employees to have a secured space to store their personal belongings in the work place. Management will make an effort to provide secure space and will update Local 77 on its progress.

Management reserves the right to open and/or inspect this secured space if given probable cause such as unauthorized or illegal items stored in the secured space. Management will provide the employee an explanation of its suspicious and request the employee to open the secured space. If the employee refuses, the secured space can be opened by management. The employee will be given the opportunity to be present at the time of inspection.

**Letter of Agreement
Sick Leave Incentive Program**
Local Union 77 AFSCME and
Duke University
June 30, 2008

It is agreed that during the first year of this contract Duke University management and representatives of Local 77 and Staff and Labor Relations will meet in order to design an incentive program that will provide individual recognition for employees who reduce the overall sick leave utilization of the Bargaining Unit. This committee will recommend the eligibility criteria for achieving the incentives as well as the incentives themselves.

The goal of this committee is to have a recommendation in place by December 31, 2008.

Letter of Agreement
New Employee Start Rate - Animal Caretaker/Sanitation
Equipment Operator
Local Union 77 AFSCME and
Duke University

Until a longer-term approach is developed and agreed to between the Union and the University, and Sanitation Equipment Operator jobs, hiring supervisors may start new employees at the one-year rate, based on a review of applicant qualifications and the supply of available candidates. All internal employees in those classifications will be adjusted to the one-year rate when an external candidate is hired at the one-year rate.

Letter of Agreement
Attendance Criteria Implementation
Local Union 77 AFSCME and
Duke University

This letter of Agreement is intended to outline the implementation process for the use of the attendance criteria found in Article 44 of the Agreement between Local 77 and the University.

Implementation of Revised Article 45 will be effective **January 1, 2018**. The 2014 Article 45 Provision will remain in effect **until December 31, 2017**.

The employee's sick leave balance as of the last pay period in December will determine usage of the maximum unscheduled absences for the upcoming year, unless the employee is on the disciplinary action track for attendance.

Employees not on the disciplinary track as of December 31st of each year will have all occurrences and tardy/ early departures removed from their record.

Once an employee is on the disciplinary track, each unscheduled absence thereafter will progress the employee to the next step in the disciplinary process.

Employees who enter the disciplinary track during the year shall have the opportunity to redeem themselves. A six (6) month period without any unscheduled absences will result in the removal of all absence related disciplinary actions. A six (6)

month period without any tardy/early departure incidents will result in the removal of all tardy/early departure related disciplinary actions. Once the attendance record is cleared, one unscheduled absence or one tardy/early departure incident will be allowed before any disciplinary action will be taken. Employees who are already in the disciplinary track at the beginning of the New Year and redeem themselves during that year, will have access to those unscheduled absences and tardy/early departures they would have been granted had they not been in the track.

As of December 31, 2017, employees at the final written warning or written warning step for absences shall receive a one-time redemption exemption exception. These employees shall have their redemption time as of January 1, 2018, cut in half.

As of December 31, 2017, employees at the final written warning or written warning step under the tardy/early departure track shall receive a one-time redemption exception. These employees shall have their redemption time as of January 1, 2018, cut in half.

Letter of Agreement
Uniforms
Local Union 77 AFSCME and
Duke University

When uniforms are required to be worn, the Employer will furnish to the employee usable uniforms appropriate for use in connection with the particular job being performed.

The employer will also provide the employee an initial Duke Identification Badge (ID Badge). The ID badge is considered part of the uniform. Any employee reporting for work not in the appropriate uniform to include the ID badge will be subject to disciplinary action. The disciplinary action will be of the following type and progression.

- 1st occasion – Counseling
- 2nd occasion- Oral Warning
- 3rd occasion – Written Warning
- 4th occasion – Final Written Warning
- 5th occasion – Discharge

Disciplinary actions shall not remain in an employee's file for a period to exceed one (1) year from the date of the disciplinary action for a written warning or final written warning and six (6) months for counseling and an oral warning, unless further disciplinary action of any kind occurs during the one (1) year period.

An employee cannot work in certain designated areas without an ID badge. In those areas if an employee reports to work without an ID badge he/she will not be allowed to work until an ID badge is obtained.

Letter of Agreement
Bio-Medical Waste Handler
Local Union 77 AFSCME and
Duke University

This letter of agreement is intended to clarify the role of the Bio-Medical Waste Handler responsible for the collection and transportation of bio-medical waste and needle boxes and the Bio-Medical Waste Handlers responsible for terminal cleaning in the specified areas of Operating Room, Emergency Room, North Pavilion OR and the Labor and Delivery unit.

It is agreed that it is not the intent for the employees regularly assigned to transport and collection to perform the terminal cleaning in the areas outlined above.

The Bio-Medical Waste Handler responsible for terminal cleaning in the areas specified above can be assigned to perform routine housekeeping duties in their assigned units based on the needs of the operation.

The reassignment of Bio-Medical Waste Handlers responsible for terminal cleaning shall be distributed as evenly as possible among the available employees. Any dispute regarding reassignments may become a subject of the grievance procedure.

Letter of Understanding
Timely Issuance of Disciplinary Actions
Local Union 77 AFSCME and
Duke University

The Union and University agree that disciplinary actions issued to employees should be done in a timely manner. The focus should be on corrective behavior at or near the time of the occurrence. In some circumstances, i.e. an extensive investigation, an extended absence or other unusual circumstances, the appropriate corrective action may not be administered in as timely of a manner.

Disciplinary Actions, which have become inactive, should not remain part of the employee's file. Once removed from the file the disciplinary actions should not be used in determining further disciplinary actions or be a part of files transferred to other departments.

Letter of Understanding
Joint Union/Management Training
Local Union 77 AFSCME and
Duke University

It is agreed that during each year of this contract that Duke University management and representatives of Local 77 will conduct joint steward and supervisory training in the administration of the Local 77 contract. The purpose of this collaborative effort is to enhance the understanding by both groups of the contractual language and how it is administered in the work place. Topics to be covered will include such items as:

- Review of contract
- The role of supervisor and stewards in contract administration
- Conducting grievance hearings-roles, responsibilities
- The hiring and use of temporaries
- Avoiding excessive use of overtime through schedule management overtime priorities (i.e. Bargaining Unit Employees with less than 40 hrs., Temps)

Participants will include supervisory management staff, stewards, and Human Resource representatives. Within three months following contract signing, management and union representatives will meet to discuss workshop content, schedule, and location.

Letter of Understanding
Dr. Martin Luther King, Jr. Holiday
Local Union 77 AFSCME and
Duke University

An employee will be given the choice of honoring Dr. Martin Luther King, Jr. by requesting either the National Holiday (third Monday in January), or the actual date of his birth (January 15th). Employees will state their individual preference to their supervisor by January 1st and scheduling preference will be based on seniority. If a preference is not stated, it will be assumed the employee would prefer January 15th. Any further proposed changes to the date of celebration must be mutually agreed to by both parties.

Letter of Agreement
Temporary Placement – Dining Services
Local Union 77 AFSCME and
Duke University

It is agreed that during the first year of this contract Duke University management and representatives of Local 77 will meet in order to design a program for the temporary placement of Dining Service workers during times when services are significantly reduced in Dining Services. The intent of this program will be to provide Dining employees with priority referrals for temporary placement in vacant positions in other departments with jobs covered by the labor agreement when work is not available for them in dining.

The committee will include representatives of Local 77, hiring department representatives and Staff and Labor Relations. The goal of this committee is to have a plan in place by December 1, 2002.

Letter of Agreement
Extreme Working Conditions
Local Union 77 AFSCME and
Duke University

Duke University is committed to the safety and well being of its employees. This letter of Agreement is intended to outline the process that Grounds and Sanitations Services will use during times of extreme weather conditions.

1. The manager/supervisor will monitor the weather forecast to establish planning strategies for inclement weather.
2. Training and instructions will be provided seasonally on environmental conditions to include heat stress and cold exposure.
3. All employees are encouraged to let supervisors know of special health conditions that may impact their job performance during extreme weather conditions.
4. Air quality index reading (ozone action days) will be considered when planning summer work activities.
5. Workday starting times may be altered to take advantage of cooler morning hours.
6. Work tasks that are more strenuous in nature will be done earlier in the day when possible, to avoid the hottest time of the day.
7. Appropriate t-shirts and shorts will be allowed to be worn during the summer months. Under certain circumstances it may not be appropriate to wear shorts; the Union and Management must mutually agree to the circumstances under which the wearing of shorts may be appropriate.

8. Ice machines and water coolers will be conveniently available to all employees.
9. Each employee will be provided with a set of coveralls, jackets, ear warmers, insulated gloves and rain gear for weather protection.

Letter of Agreement
JOB POSTING
Local Union 77 AFSCME and
Duke University

All Bargaining Unit Job Postings shall contain the following information:

When and where to apply for the job
Posting Date
Closing Date
Job Title
Job Summary
Hourly Rate
Job Level
Hours Per Week
Shift
Job Identification Number (EAR)
Supervisor/Location

Labor Relations will forward a copy of all job postings to the Business Manager of ASFCME Local 77 and/or his /her designee at the beginning of the posting period.

Letter of Agreement
Regular Assigned Work Areas
Local Union 77 AFSCME and Duke University

It is agreed that during the first year of this contract, Duke Dining Services and EVS management and representatives of Local 77 will meet in order to review and discuss the definition of primary work areas and regular assigned work areas.

The committee will include representatives of Local 77, Dining, EVS department representatives, and Staff and Labor Relations. The goal of this committee is to have a plan in place by July 1, 2018.

Letter of Agreement Duke Hospital Performance Partnership Plan

We recognize that during the term of the Local 77 Agreement, hospital reimbursements from the Centers for Medicare/Medicaid Services, and others, will be based in part, on Value Based Purchasing Options. This mechanism relies on feedback from our patient customers, as measured by HCAHPS (Hospital Consumers Assessment of Healthcare Providers and Systems) scores for satisfaction with the overall cleanliness of Duke Hospital. Because of this change in the way Duke will be paid for services, we believe Duke and Local 77 should partner to design strategies to improve our cleanliness satisfaction scores and that Duke Hospital EVS employees should benefit in a direct way if those strategies produce significant and sustained improvement in our customer satisfaction scores as measured by HCAHPS. To that end, we propose that the Environmental Services staff members who are assigned to work in Duke Hospital be eligible for a performance partnership payment if target improvement scores are met in Years Two and Three of the contract. This payment will be in addition to the agreed upon annual salary increase for the bargaining unit. This agreement would apply to those staff who are employed in Duke Hospital Environmental Services in Duke North, Duke Medicine Pavilion, Children's Health Center, and Hospital Addition for Surgery (HAFS).

Formula:

Year 1 - Eligible employees will receive a performance payment of \$500.00 if the 'percent always' for hospital cleanliness, as measured by HCAHPS, (CMS reported score) if the average score reaches 75% or more measured on July 1, 2017 through June 30, 2018. This payment will occur in August of 2018.

Year 2 - Eligible employees will receive a performance payment of \$500.00 if the 'percent always' for hospital cleanliness, as measured by HCAHPS, (CMS reported score) if the average score reaches 76% or more measured on July 1, 2018 through June 30, 2019. The performance payment will occur in August of 2019.

Year 3 - Eligible employees will receive a performance payment of \$500.00 if the 'percent always' for hospital cleanliness, as measured by HCAHPS, (CMS reported score) if the average score reaches 76% or more measured on July 1, 2019 through June 30, 2020. The performance payment will occur in August of 2020.

Note: If another survey is implemented that would impact the HCAHPS cleanliness score, that survey would not be included in the 'percent always' score until the beginning of the next fiscal calendar year.

Eligibility Criteria:

All regular full-time and part-time staff members who work in Duke Hospital Environmental Services within Duke North, Duke Medicine Pavilion, Children's Health Center (CHC), and Hospital Addition for Surgery (HAFS) are eligible to participate in the Performance Partnership Plan. Part-time employees will receive a pro-rated payment based upon their full time equivalency (FTE) as June 30th of each of the performance years. The following criteria must be met for payment of the Performance Partnership Plan:

- Employed by DUHS as of January 1 of each year.

The payout is subject to any legally required withholdings, including federal and state taxes, and FICA (OASDI and Medicare).

SIGNATURE PAGE

In witness thereof, the parties hereto have executed this Agreement on this first day of July 2017

LOCAL 77 - AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Michael Gibson
Michael Gibson, Chief Spokesperson
Business Manager

Charles Gooch
Charles Gooch, President

William McKnight
William McKnight, Vice President

Erika Daniels
Erika Daniels, District Steward

Bryanne Terrell
Bryanne Terrell, District Steward

Willard Hamon
Willard Hamon, District Steward

Jamie Anderson
Jamie Anderson, Executive Board

Dwight Picham
Dwight Picham, Executive Board

Wade Cotton
Wade Cotton, Executive Board

Wanda Bond
Wanda Bond, Executive Board

Shawn Easterling
Shawn Easterling, Steward-In-Training

Jermall McRae
Jermall McRae, Steward-In-Training

DUKE UNIVERSITY

Kyle Y. Cavanaugh
Kyle Y. Cavanaugh, Chief Spokesperson
Vice President, Administration

James K. Powell
James K. Powell, Vice President
Duke University Hospital

Matthew Prestwood
Matthew Prestwood, Vice President
Duke University Hospital

Denise L. Evans
Denise L. Evans, Assistant Vice President
Staff and Labor Relations

Deborah G. Page
Deborah G. Page, Chief HR Officer
Duke University Hospital

Michelle Carter-Jenkins
Michelle Carter-Jenkins, Director, HR
Facilities Management Department

Richard Lee
Richard Lee, Manager
Human Resources

Lyndee Deitch
Lyndee Deitch, Director Human Resources
Staff and Labor Relations

Lorrie Alexander, Jr.
Lorrie Alexander, Jr., Senior HR Rep.
Staff and Labor Relations